

THAWTE STARTER PKI PROGRAM AGREEMENT

YOU MUST READ THIS STARTER PKI PROGRAM AGREEMENT ("AGREEMENT") BEFORE APPLYING FOR, ACCEPTING, OR USING ANY THAWTE SSL CERTIFICATE OBTAINED THROUGH THE THAWTE SPKI CONSOLE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE SPKI CONSOLE AND 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, THESE TERMS. BY CLICKING "DECLINE" BELOW, YOU INDICATE THAT YOU DO NOT AGREE TO THESE TERMS AND WILL NOT BE A THAWTE SUBSCRIBER.

ALL REFERENCES TO "THAWTE" IN THIS AGREEMENT SHALL MEAN THAWTE, INC. UNLESS YOU (ON BEHALF OF YOUR ORGANIZATION) ARE LOCATED IN THE REPUBLIC OF SOUTH AFRICA, THE REPUBLIC OF NAMIBIA, THE KINGDOM OF LESOTHO, OR THE KINGDOM OF SWAZILAND, IN WHICH CASE ALL REFERENCES TO "THAWTE" HEREIN SHALL MEAN THAWTE CONSULTING (PTY) LTD.

1. DEFINITIONS

"Certificate" means a message that, at least, states a name or identifies the issuing CA, identifies the Subscriber, contains the Subscriber's public key, identifies the Certificate's Operational Period, contains a Certificate serial number, and contains a digital signature of the issuing CA.

"Certificate Application(s)" means a request to a CA for the issuance of a Certificate.

"Certification Authority" or "CA" means an entity authorized to issue, suspend, or revoke Certificates. For purposes of this Agreement, CA shall mean Thawte.

"Certification Practice Statement" or "CPS" means a document, as revised from time to time, representing a statement of the practices a CA employs in issuing Certificates. Thawte's CPS is published at <http://www.thawte.com/repository>.

"Confidential Information" means material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, and Intellectual Property Rights of the other party that may not be accessible or known to the general public. Confidential Information shall include, but not be limited to, the terms of this Agreement, and any information which concerns technical details of operation of the Thawte Service provided hereunder.

"Erroneous Issuance" means (a) issuance of a Certificate in a manner not materially in accordance with the procedures required by Thawte; (b) issuance of a Certificate to a device or a software publisher other than the one named as the subject of the Certificate; or (c) issuance of a Certificate without the authorization of the owner of the device that is the subject of the Certificate.

"Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including but not limited to registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

"Operational Period" means a period starting with the date and time a Certificate is issued (or on a later date and time certain if stated in the Certificate) and ending with a date and time at which the Certificate expires or is earlier revoked.

"Services" means the Thawte Certificate services provided to you through the SPKI console.

“SPKI Manager” means the person you designate to be responsible for signing up and purchasing Certificates from the SPKI console.

“SSL Certificate” means a Certificate used to support SSL sessions between a web browser and web server that uses encryption.

“Subscriber” means a person, organization, or entity who is the owner of or has the right to the server or device that is the subject of, and has been issued, a Certificate, and is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the Certificate at issue.

“Subscriber Agreement” is a separate agreement executed between a Subscriber and the CA or Thawte relating to the provision of designated Certificate-related services that governs the Subscriber’s rights and obligations related to the Certificate.

“Thawte PKI” shall mean the Thawte public key infrastructure which enables the worldwide deployment and use of Certificates by Thawte and its customers, Subscribers, and relying parties, and governed by the Thawte CPS.

2. YOUR OBLIGATIONS

(a) Appointment. You shall appoint one or more of your employee(s) as SPKI Manager(s). Such manager(s) shall be entitled to appoint additional managers on your behalf. You shall cause SPKI Managers receiving Certificates hereunder to abide by the terms of the applicable Subscriber Agreement, which can be found in the SPKI console.

(b) Administrator Functions. You shall comply with the requirements set forth in the Thawte CPS and the SPKI Program User Guide (published in the SPKI console) for validating the information in Certificate Applications, approving or rejecting such Certificate Applications, and revoking Certificates. You shall perform such tasks in a competent, professional, and workmanlike manner. You shall approve a Certificate Application only if (i) the application was made on behalf of a server or device or internet domain within your organization; (ii) you have authorized the use of your organizational name in the Certificate; and, for purposes of code signing Certificates (iii) the application was made on behalf of a software publisher within your organization. If a SPKI Manager ceases to have the authority to act on your behalf, then you shall promptly revoke such authority. If your organizational name and/or domain registration changes, then your SPKI Manager shall promptly request revocation of all Certificates issued therein. You shall not disclose any challenge phrase, PIN, software, or hardware mechanism protecting the Certificate private key to a third party.

(c) Survival. In addition to the termination, revocation, and security requirements set forth in this Agreement, the Thawte CPS and the guidelines posted in the SPKI console shall survive termination of this Agreement until the end of the Operational Period of all Certificates issued hereunder.

(d) Certificate Restrictions. You shall not use a SSL Certificate (i) for or on behalf of any organization other than your own; (ii) to perform private or public key operations in connection with any domain name and/or organization name other than the one(s) you submitted during enrollment; (iii) on more than one physical server or device at a time, unless you have selected the specific licensing option that permits the use of a Certificate on one physical device with additional Certificate licenses for each physical server that each device manages, or where replicated Certificates may otherwise reside (the "Licensing Option"). You acknowledge that the Licensing Option can result in increased security risks to your network and Thawte expressly disclaims any liability for breaches of security that result from the distribution of a single key across multiple devices. THAWTE CONSIDERS THE UNLICENSED USE OF A SSL CERTIFICATE ON A DEVICE THAT RESIDES ABOVE A SERVER OR SERVER FARM SOFTWARE PIRACY AND WILL PURSUE VIOLATORS TO THE FULLEST EXTENT OF THE LAW. You shall not use a code signing Certificate (iv) for or on behalf of any organization other than

your own; (v) to perform private or public key operations in connection with any domain and/or organization name other than the one you submitted on your Certificate Application; (vi) to distribute malicious or harmful content of any kind including, but not limited to, content that would otherwise have the effect of inconveniencing the recipient of such content; or (vii) in a manner that transfers control or permits access of the private key corresponding to the public key of the Certificate to anyone other than an employee you have authorized (any such transfer to be in a secure manner so as to protect the private key).

(e) Your Warranties. You warrant that (i) you have the corporate power and authority to enter into this Agreement and to fully perform the obligations herein; (ii) all information material to the issuance of a Certificate and validated by you or on your behalf is true and correct in all material respects; (iii) your approval of Certificate Applications will not result in Erroneous Issuance; (iv) you have substantially complied with the Thawte CPS and the SPKI Program User Guide; (v) no Certificate information provided to Thawte infringes the Intellectual Property Right of any third parties; (vi) the information in the Certificate Application(s) (including email address(es)) has not been and will not be used for any unlawful purpose; (vii) your SPKI Manager has been (since the time of such manager Certificate's creation) and will remain the only person possessing the Certificate private key, or any challenge phrase, PIN, software, or hardware mechanism protecting the private key, and no unauthorized person has had or will have access to such materials or information; (viii) you will use the manager Certificate exclusively for authorized and legal purposes consistent with this Agreement; and (ix) you will not monitor, interfere with or reverse engineer the technical implementation of the Thawte systems or the Thawte PKI, except with the prior written approval from Thawte, and shall not otherwise intentionally compromise the security of the Thawte systems or the Thawte PKI.

3. ADDITIONAL SERVICE TERMS. Certificate tokens purchased through the SPKI console which are not redeemed for Certificates within 12 months of purchase shall automatically expire. Each SPKI service license may support multiple organizations and multiple domain names, as long as each organization and related domain name(s) is owned and registered to the customer that owns the account. This service is not intended for service providers that issue SSL certificates to unrelated organizations and may not be used for such purpose. If you choose to display the Thawte Trusted Site Seal, then you must install and display such seal only in accordance with its Conditions of Use posted on Thawte's website.

4. THAWTE'S OBLIGATIONS

(a) Services. Thawte shall make the SPKI console accessible to you throughout the term of this Agreement. Thawte shall issue, manage, revoke, and/or renew Certificates in accordance with the instructions you provide through your SPKI Manager(s). Upon your submission of a Certificate Application, Thawte shall (i) be entitled to rely upon the correctness of the information in each such submitted Certificate Application; and (ii) issue a Certificate to the Certificate Applicant submitting such Certificate Application.

(b) SPKI Manager Certificate. Thawte will notify you when your SPKI Manager Certificate Application is approved or rejected. If the Certificate Application is approved, Thawte will issue a Certificate for use in accordance with this Agreement. After your SPKI Manager picks up or otherwise installs the manager Certificate, your SPKI Manager must review the information in it before using it and promptly notify Thawte of any errors. Upon receipt of such notice, Thawte will revoke the Certificate and issue a corrected Certificate, subject to the requirements set forth herein.

(c) Thawte's Warranties. Thawte warrants that (i) it has the corporate power and authority to enter into this Agreement and to fully perform its obligations under this Agreement; (ii) there are no errors introduced by Thawte in the Certificate information as a result of Thawte's failure to use reasonable care in creating the Certificate; (iii) its issuance of Certificates shall comply in all material respects with its CPS; and (iv) its revocation services and use of a repository conform to its CPS in all material aspects.

5. PROPRIETARY RIGHTS

You acknowledge that Thawte and its licensors retain all Intellectual Property Rights and title in and to all of their Confidential Information or other proprietary information, products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Services provided by Thawte hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing “Thawte Works”). Thawte Works do not include your preexisting hardware, software, or networks. Nothing in this Agreement shall create any right of ownership or license in and to the other party’s Intellectual Property Rights and each party shall continue to independently own and maintain its Intellectual Property Rights.

6. FEES, PAYMENTS, AND TAXES

As consideration for the Services procured through the SPKI console, you shall pay Thawte the applicable fees set forth on the SPKI console at the time of your selection, or, if applicable, upon receipt of the applicable invoice from Thawte. All fees are due immediately and are non-refundable, except as otherwise expressly stated. Any renewal of Certificate Services with Thawte is subject to 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. Thawte will provide you with notice prior to the expiration of Services at least thirty (30) days in advance of the renewal date. You shall be solely responsible for the credit card information provided to Thawte and must promptly inform Thawte 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. Thawte 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 Thawte's net income) related to Thawte services or payments made by you hereunder. 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. The fees stated are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes, but excluding taxes based on the net income of Thawte) which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any of the Services shall be borne by you and shall not be considered a part of, a deduction from or an offset against such fees. All payments due to Thawte shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law in which case the sum payable by you in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Thawte receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

7. CONFIDENTIAL INFORMATION

The parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire Confidential Information of the other party. Each party receiving Confidential Information (the “Receiving Party”) agrees to maintain all such Confidential Information received from the other party (the “Disclosing Party”), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the terms of this Agreement to its legal and business advisors if such third parties agree to maintain the confidentiality of such Confidential Information under terms no less restrictive than those set forth herein. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing this Agreement. Notwithstanding the foregoing, the obligations set forth herein shall not apply to Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (ii) was lawfully in the Receiving Party’s possession prior to disclosure by the Disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the Receiving Party from a

third party who is lawfully in possession of such Confidential Information without restriction; (iv) is independently developed by the Receiving Party without resort to the Confidential Information; or (v) is required by law or judicial order, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such required disclosure in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent the disclosure, and shall reasonably cooperate with the Disclosing Party's efforts to secure such a protective order or other legal remedy to prevent the disclosure. In addition, Thawte's treatment of any of your information collected through the Thawte website will be in accordance with Thawte's published Privacy Statement.

8. INDEMNIFICATION

(a) Indemnification. Each party hereto (the "Indemnitor") agrees to, and shall, indemnify, defend and hold harmless the other party hereto (the "Indemnitee"), and its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) arising from, in connection with or related in any way to, directly or indirectly, (i) the Indemnitor's material breach of any representation or warranty of the Indemnitor including, but not limited, to any actual or alleged breach of the Subscriber Agreement by a Subscriber receiving a Certificate hereunder, (ii) the gross negligence or willful misconduct of the Indemnitor, its employees, agents, or contractors in the performance of this Agreement, and (iii) solely with respect to Thawte's indemnification, and subject to Thawte's rights under Section 8(b), any alleged infringement of any United States patent, copyright or trade secret by the unmodified Services as delivered by Thawte (excluding any open source components or third party specifications). The Indemnitee shall promptly notify the Indemnitor of any such claim, and the Indemnitor shall bear full responsibility for the defense of such claim (including any settlements); provided however, that: (iv) the Indemnitor shall keep the Indemnitee informed of, and consult with the Indemnitee in connection with the progress of such litigation or settlement; (v) the Indemnitor shall not have any right, without the Indemnitee's written consent, which consent shall not be unreasonably withheld, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of the Indemnitee, or requires any specific performance or non-pecuniary remedy by the Indemnitee; and (vi) the Indemnitee shall have the right to participate in the defense of a claim with counsel of its choice at its own expense.

(b) Thawte Options Related to Intellectual Property Infringement Claims. In the event of any claim, suit, or proceeding subject to Section 8(a)(iii) above, Thawte shall have the right, at its sole option, to obtain the right to continue use of the affected Services or to replace or modify the affected Services so that they may be provided by Thawte and used by you without infringement of third party United States patent, copyright or trade secret rights. If neither of the foregoing options is available to Thawte on a commercially reasonable basis, Thawte may terminate the applicable purchase order immediately upon written notice to you, and within thirty (30) days after such termination, pay you a termination fee equal to the prorated portion of any fees you paid in advance commensurate with the remaining portion of the service period for which such fees were paid. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE RIGHTS AND REMEDIES SET FORTH IN SECTIONS 8(a)(iii) AND 8(b) CONSTITUTE THE ENTIRE OBLIGATION OF THAWTE AND YOUR EXCLUSIVE REMEDIES WITH RESPECT TO THE SUBJECT MATTER THEREOF.

9. LIMITATION OF LIABILITY AND WARRANTY DISCLAIMERS

THE LIMITATION PROVIDED HEREIN WILL APPLY WITH RESPECT TO ALL DAMAGES, CLAIMS, OR OTHER LOSSES RELATING TO ANY CERTIFICATE ISSUED HEREUNDER. THAWTE'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY YOU FOR USE AND RELIANCE ON A SPECIFIC CERTIFICATE (EXCEPT EXTENDED VALIDATION CERTIFICATES) SHALL BE LIMITED, IN THE AGGREGATE, TO THE LARGER OF: USD\$2000 OR TWO TIMES THE AMOUNT PAID FOR THE CERTIFICATE. THE LIABILITY LIMITATIONS PROVIDED IN THIS SECTION SHALL BE THE SAME

REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE. THAWTE SHALL NOT BE OBLIGATED TO PAY MORE THAN THE TOTAL LIABILITY LIMITATION FOR EACH CERTIFICATE. FURTHER, NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED HEREIN, THAWTE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION OF CUSTOMER REQUIREMENTS, NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. NOTWITHSTANDING THE FOREGOING, A PARTY'S LIABILITY SHALL NOT BE LIMITED UNDER THIS SECTION 9 IN CASES OF PERSONAL INJURY OR DEATH ARISING FROM A PARTY'S NEGLIGENCE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN LIABILITY LIMITATIONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

10. TERM AND TERMINATION

(a) Term and Termination. This Agreement shall commence on the date you click the "ACCEPT" button and shall continue for successive one (1) year term(s), until the earlier of (i) the expiration of all Certificates issued hereunder; or (ii) a termination pursuant to section 10(b) below.

(b) Termination for Default. In the event of a material breach of this Agreement (excluding any breaches for which an exclusive remedy is expressly provided), the non-breaching party may terminate this Agreement if such breach is not cured within thirty (30) days after written notice thereof.

(c) Effect of Termination. You shall cease using the Services upon termination. Further, any termination of this Agreement shall not relieve either party of any obligations that accrued prior to the date of such termination. Sections 2(c), 5, 7, 8 and 9 shall survive the termination of this Agreement for any reason.

11. GENERAL PROVISIONS

(a) Notices. You shall make all notices, demands or requests to Thawte with respect to this Agreement in writing (excluding email) to the "Contact" address listed on the website from which you purchased the Services, with a copy to the General Counsel, 487 E. Middlefield Road, Mountain View, CA 94043, USA.

(b) Entire Agreement. This Agreement (including any purchase orders issued hereunder) and any Subscriber Agreement, where applicable, constitute the entire understanding and Agreement between Thawte and you with respect to any Service purchased hereunder, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto.

(c) Amendments and Waiver. Any term or provision of this Agreement (including any purchase orders) may be amended, and the observance of any term of this Agreement may be waived, only by a writing in the form of a non-electronic record referencing this Agreement and signed by the parties to be bound thereby, and this Agreement may not be modified or extended solely by submission of a purchase order or similar instrument referencing this Agreement.

(d) Force Majeure. 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 (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this provision: (i) gives prompt written notice thereof, and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event;

provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.

(e) Severability. In the event that 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 enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

(f) Compliance with Law, Export Requirements, and Foreign Reshipment Liability. Each party agrees that it shall comply with all applicable federal, state and local laws, regulations, and export requirements in connection with its performance under this Agreement. Regardless of any disclosure you made to Thawte of an ultimate destination of any data acquired from Thawte and, notwithstanding anything contained in this Agreement to the contrary, you will not modify, export, or re-export, either directly or indirectly, any technical data, or portions thereof, 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. Thawte 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.

(g) Assignment. Neither party may assign or transfer this Agreement or any obligation hereunder without the prior written approval of the other party, except that Thawte may assign or subcontract its obligations under this Agreement to an entity which directly or indirectly controls, is controlled by or is under common control with Thawte. Any assignment in violation of this subsection (g) shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

(h) Independent Contractors. The parties to this Agreement are independent contractors. Neither party is an agent, representative, joint venturer, or partner of the other party. Neither party shall have any right, power or authority to enter into any Agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. Each party shall bear its own costs and expenses in performing this Agreement.

(i) Governing Law. The parties agree that this Agreement, and any disputes arising out of or related to this Agreement, shall be governed by, construed, and enforced in all respects in accordance with the laws of the Commonwealth of Virginia, United States of America, excluding its conflict of laws rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. For all disputes arising out of or related to this Agreement, the parties submit to the exclusive subject matter jurisdiction, personal jurisdiction and venue of the United States District Court for the Eastern District of Virginia, Alexandria Division. If there is no jurisdiction in the United States District Court for the Eastern District of Virginia, Alexandria Division, then jurisdiction shall be in the state courts of Fairfax County, Fairfax, Virginia.

(j) Order of Precedence. In the event of a conflict between this Agreement and a Subscriber Agreement, the terms of the Subscriber Agreement shall govern, but only in regard to the specific Certificate at issue.

(k) English Version. If this Agreement is translated in any language other than the English language, and in the event of a conflict between the English language version and the translated version, the English language version shall prevail in all respects.