

True Credentials(tm) Express Enrollment Agreement

This GeoTrust True Credentials(tm) Express Enrollment Agreement (this "Agreement") is made by and between GeoTrust Inc. ("GeoTrust") and you, the party subscribing to the True Credentials Express service ("Company"), and governs your application for, issuance, management, and use of GeoTrust True Credentials Express client certificates (the "Service").

Company hereby represents that it is fully authorized to enter into this Agreement. Company understands that a digital certificate serves to identify the party named in the certificate (the Certificate Subject) for the purposes of electronic commerce, access, and communication.

1. Company's responsibilities under this Agreement:

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

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

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

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

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

(3) Provide information on the certificate applications that is complete and accurate;

(4) Use the certificates exclusively for authorized and legal public and private key operations consistent with this Agreement;

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

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

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

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

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

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

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

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

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

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

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

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

(i) Company 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 (as the Service may change from time to time pursuant to notice published on GeoTrust's Web site).

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

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

3. Description of the Service: The Service currently provides (or will provide during the term of this Agreement) a Web-based service for issuance, management, and revocation of digital certificates to individuals designated by Company to enable secure messaging for S/MIME applications and secure access for Web and VPN applications using a shared public CA model, according to specifications provided by GeoTrust for each Service feature. Specific features include:

- Tailored authentication rules specific to Company's needs
- Multiple enrollment options
- Personalized e-mail options
- Customized certificate content
- Instant revocation capability
- Credit card payment options

Not all of these features are included in the basic service offered to subscribers, and may require an additional fee. GeoTrust will provide to Company those features which Company selected upon enrollment for the fees stated at time of enrollment. In the event Company wishes to add or delete features after enrollment, the fees paid by Company will be adjusted accordingly. GeoTrust may change the fees charged for the Service and particular fees upon 30 days prior notice to Company.

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

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

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

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 notice from GeoTrust to Company regarding a breach by Company of its obligations under this Agreement which remains uncured for such period of time, or (c) receipt of notice by GeoTrust from Company of its intent to terminate this Agreement.

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

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

8. 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.

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

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

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

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

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

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

15. Disclaimer of Warranties: GeoTrust specifically disclaims 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.

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

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

[v. 4.0 7-12-02]