

GeoTrust Code Signing Certificate Subscriber Terms

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

"Authentication" means the actions a CA takes to confirm that (i) the Subscriber is entitled to use the organization and common name listed in the Certificate Application, if an organization 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.

"Certification Authority" ("CA") means GeoTrust, an RA or any other GeoTrust authorized entity, authorized to issue, manage, revoke, and renew GeoTrust Certificates.

“Certificate” means Publisher IDs and Code Signing Certificates.

"Certificate Applicant" is an individual or organization that requests the issuance of a Certificate by a CA.

"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.

"Code Signing Certificate" means a single-use (private key is destroyed immediately after signing) Certificate that chains up to a trusted root the CA used to digitally-sign individual applications submitted by Publishers to a GeoTrust code signing service upon GeoTrust's verification of the validity of the Publisher ID.

"Compromise" means a loss, theft, disclosure, modification, unauthorized use, or other compromise of the security of a Certificate.

"Derivative Work" has the meaning set forth in Section 8.

"Publisher" means the developer and/or publisher of software code or applications.

“Publisher ID” means a credential assigned by GeoTrust to the Publisher so that GeoTrust can verify the identity of the Publisher during the code signing process.

"Relying Party" means an individual or organization that acts in reliance on a Certificate and/or a digital signature.

"Repository" means 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.

"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 individual, or individual authorized by an organization to request a Certificate, that has been issued a Certificate. In the context of GeoTrust code signing services, the Subscriber is a Publisher.

"GeoTrust CPS" means the GeoTrust Certification Practice Statement, as amended from time to time, which may be accessed from the Repository.

"GeoTrust Intellectual Property Rights" has the meaning set forth in Section 8.

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

2. Description of Code Signing Certificate. GeoTrust Code Signing Certificates provide assurances of the identity of the Subscriber based on a confirmation that the Subscriber organization does in fact exist, that the organization has authorized the Certificate Application, and that the Certificate Applicant was authorized to do so. The Code Signing Certificate also provides assurances that the Subscriber is entitled to use the organization name listed in the Certificate Application, if an organization name is listed in such Certificate Application.

3. Processing the Certificate Application. Upon completion of Authentication procedures required for the Certificate you have requested, GeoTrust will process your Certificate Application. You may be required to provide additional information.

If your Certificate Application is approved, GeoTrust will issue you a Certificate for your use in accordance with this Subscriber Agreement. You must review the information in any Code Signing Certificate issued to you 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 other organization; (ii) 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; (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.

5. Revocation. If you discover or have reason to believe there has been a Compromise of your Certificate, or the information within a Certificate is incorrect or has changed, or if your organizational name and/or individual 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 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 not use it for any purpose thereafter.

7. Subscriber 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 or the representations you made to GeoTrust in

your Certificate Application has 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 will adhere to and be bound by the GeoTrust CPS, which is incorporated by reference into this Subscriber Agreement; (vi) you will use a Publisher ID only for the purposes of identification of the Publisher as the party publishing the application and establishing the code for the application as published by the Publisher, so as to permit future verification that the code has not been tampered with; (vii) you will protect the confidentiality of the Publisher ID from unauthorized use, access or disclosure; (viii) you will use your Certificate exclusively for authorized and legal purposes consistent with this Subscriber Agreement; (viii) you will ensure that only trustworthy individuals who have been advised of and who have agreed to comply with the terms of this Subscriber Agreement shall be authorized to use your Publisher ID to request a Code Signing Certificate; (xi) you manifest assent to this Subscriber Agreement as a condition of obtaining a Certificate; and (x) 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 hereby make the following software publisher's pledge to all users and the applicable Certification Authority concerning software that you submit for digital signing: In addition to the other representations, obligations, and warranties in this Subscriber Agreement, you represent and warrant that you will exercise reasonable care consistent with prevailing industry standards to exclude programs, extraneous code, viruses, or data that may be reasonably expected to damage, misappropriate, or interfere with the use of data, software systems, or operations of private root providers or any third party. In no event shall GeoTrust be held responsible for your breach of such representation and warranty.

The decision of GeoTrust shall be final as to whether (i) you have materially breached this Subscriber Agreement; and (ii) any responsive actions taken (or not taken) by GeoTrust were necessary and appropriate.

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. 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 by GeoTrust under this Subscriber Agreement, 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.

9. Privacy. GeoTrust may place in your Certificate certain information that you provide for inclusion in your Certificate. GeoTrust may also (i) publish your Certificate and information about its status in GeoTrust's repository of Certificate information and make this information available to other repositories and (ii) use such information for the purposes set out in this Subscriber Agreement and in the GeoTrust Privacy Policy, which can be found in the Repository. If you are located outside of the United States., you are aware that GeoTrust may transfer the information you provide in your Certificate Application to GeoTrust, Inc. in the United States for processing of your Certificate, which by some jurisdictions may be deemed to have inadequate data protection regulations. You hereby agree that GeoTrust may take each of the actions specified in this Section. For further information on GeoTrust's processing of personal data, please see the GeoTrust Privacy Policy.

10. 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 TO THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT. OTHER THAN THE REPRESENTATIONS AND WARRANTIES AS SET FORTH IN SECTION 7, 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.

11. 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. 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 11 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.

12. Limitations of Liability. THIS SECTION 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 (A) ANY LOSS OF PROFIT, BUSINESS, CONTRACTS, REVENUE OR ANTICIPATED SAVINGS, OR (B) 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 ONE HUNDRED THOUSAND U.S. DOLLARS (US\$100,000) OR THE EQUIVALENT IN LOCAL CURRENCY. 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. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN LIABILITY LIMITATIONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

13. 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 13 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 13 extends for a period in excess of

thirty (30) days in aggregate, the other party may immediately terminate this Subscriber Agreement.

14. 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 GeoTrust of an ultimate destination of any data acquired from GeoTrust 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. 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.

15. 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.

16. Non-Assignment. Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at GeoTrust's option.

17. Entire Agreement. This Subscriber Agreement constitutes 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. For avoidance of doubt, this Subscriber Agreement will neither merge nor supersede any agreement between you and Microsoft.