

## DIGICERT® SECURE SITE SEAL LICENSE AGREEMENT

**READ CAREFULLY: THIS IS A LEGAL CONTRACT.** YOU MUST READ AND AGREE TO THIS SECURE SITE SEAL LICENSE AGREEMENT ("LICENSE AGREEMENT") BEFORE APPLYING FOR, ACCEPTING OR USING ANY DIGICERT SECURE SITE SEAL. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, YOU MAY NOT DISPLAY OR USE THE DIGICERT SECURE SITE SEAL ON YOUR WEB SITE. BY INSTALLING OR DISPLAYING ANY DIGICERT SECURE SITE SEAL, YOU AGREE TO, AND ARE BOUND BY, THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. THIS SECURE SITE SEAL LICENSE AGREEMENT IS ENTERED INTO BETWEEN DIGICERT, INC., A UTAH CORPORATION, AND THE PERSON OR ENTITY DISPLAYING OR USING THE SITE SEAL.

### 1. Definitions

**"Secure Site Seal" or "Site Seal"** means the round blue certification mark of DigiCert containing the words "Secured," "digicert" and "Authentic," whether registered or unregistered, pending or not, now used or adopted in the future, including any code that DigiCert may provide or make available to You for use in connection with such Seal that when displayed on Your Website indicates that You hold a valid DigiCert SSL Certificate.

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

**"SSL Certificate"** means a DigiCert-issued Digital Certificate used to establish secure SSLv.3/TLSv.1 communication with third parties and issued to You for use in accordance with a Subscriber Agreement and the DigiCert Certificate Policy and Certification Practice Statement (CP/CPS).

**"Your Website"** shall mean a website owned or controlled by You or a website for which your right to use has been sufficiently proven to DigiCert's satisfaction and which is issued an SSL Certificate by DigiCert.

**2. License.** Subject to the terms and conditions of this License Agreement, DigiCert grants You a royalty-free, nonexclusive, non-transferable, non-sublicenseable license during the term of this License Agreement to download, install and display solely on Your Website a copy of the Secure Site Seal and to use the Secure Site Seal solely for the purpose of identifying You and Your Website as a DigiCert customer in accordance with the terms of this License Agreement, the Subscriber Agreement and the CP/CPS. No other right, title, license or interest in the Secure Site Seal is granted for any purpose, nor is any right to modify or create any derivatives of the Secure Site Seal granted under this License.

### 3. License Restrictions.

**3.1 General Use Restrictions and Obligations.** You are prohibited from using the Secure Site Seal for or on behalf of any other entity or on any website other than Your Website. When You use the Site Seal, You agree to also display your own corporate name and logo, or such other name and logo, and that the display the Secure Site Seal will be in a size and style less prominent than, and separately from, your or other names, marks or logos. You agree not to use the Secure Site Seal in any manner which, in DigiCert's sole discretion, may diminish or otherwise damage DigiCert's reputation or its goodwill, including, but not limited to, uses which would be disparaging of DigiCert or considered obscene, pornographic, violent, otherwise in poor taste, illegal, or to incite illegal behavior. Subject to the rights specifically granted to You hereunder, nothing contained herein shall be construed to limit or restrict, in any way or manner, any right of DigiCert to encumber, transfer, license, access, reference, use, or practice the Secure Site Seal in any way for any purpose or use, including, without limitation, DigiCert's use, licensing, and/or registration of the Site Seal anywhere in the world for any purpose. DigiCert may alter the Site Seal or replace it with a different mark ("New Site Seal"). In such event, upon notice from DigiCert, You shall cease all use of the existing Secure Site Seal as quickly as reasonably possible. You agree to use the New Site Seal supplied to You by DigiCert, provided such New Site Seal is not confusingly similar with any of your existing trademarks.

**3.2 Termination.** If your SSL Certificate is revoked or expires, or if You cease to be a customer of DigiCert for the services it provides, this License Agreement shall automatically terminate. DigiCert also reserves the right to terminate this License Agreement immediately if You are in breach of any term in this License Agreement or in the applicable Subscriber Agreement or CP/CPS.

**3.3 Obligations upon Termination.** Upon termination or expiration of this License Agreement, You shall immediately cease displaying or using the Secure Site Seal and immediately and permanently remove the Site Seal from the Server(s) on which it is installed and shall not use it for any purpose thereafter.

**3.4 Intellectual Property Use Restrictions.** You shall not copy, sell, rent, lease, transfer, assign or sublicense the Secure Site Seal, in whole or in part. You shall not alter or tamper with the Site Seal in any way, including but not limited to skewing; modifying the color, size, pattern and fonts; and separating logo elements, copyright and trademark indicators, or attempting to alter or suppress the actions of any DigiCert code supporting the Site Seal. You shall use the Site Seal in accordance with the terms of this License Agreement and as may be permitted in terms and conditions related to the use and display of the Site Seal as posted from time to time on the DigiCert website. You shall take no action that will interfere with or diminish DigiCert's rights in the Site Seal or underlying products and services. If You believe that the Secure Site Seal has been copied or is being used in any way that constitutes intellectual property rights infringement, You should report it immediately to legal@digicert.com. Breach of any of the above restrictions shall be considered a material breach of this License Agreement as a result of which DigiCert shall have the right to terminate this License Agreement immediately.

**3.5 Rights in the Site Seal.** You agree not to challenge DigiCert's ownership or use of the Site Seal; not to attempt to register the Site Seal, or any mark or logo substantially similar thereto; not to remove, alter, or add to the Secure Site Seal; and not to incorporate it into any of your trademarks, service marks, company names, domain names, or any other similar designations. Any goodwill arising from your use of the Site Seal shall inure to DigiCert's sole benefit and shall be owned by DigiCert. If, at any time, You acquire any rights in, or trademark registrations or applications for, the DigiCert Secure Site Seal by operation of law or otherwise, You agree, immediately upon request from DigiCert and at no expense to DigiCert, to assign such rights, registrations or applications to DigiCert, along with any and all associated goodwill. DigiCert hereby disclaims and You acknowledge that DigiCert has made no representations regarding DigiCert's registration or ability to register the Secure Site Seal in any jurisdiction, and You are prohibited from registering the mark in any such jurisdiction. DigiCert also reserves the right to take action against anyone and anywhere for unfair, misleading, diluting, infringing or other misuse of the Site Seal.

**4. Obtaining the Seal.** In order to obtain and display the Secure Site Seal, You must first apply for and obtain a DigiCert SSL Certificate. Once You have received your SSL Certificate, You may obtain a Site Seal. After You receive a Site Seal, You must review and examine it before using it and promptly notify DigiCert of any errors.

**5. Intellectual Property Rights.** You acknowledge that DigiCert and its licensors retain all intellectual property rights ("**Intellectual Property Rights**") in and to the ideas, concepts, techniques, inventions, processes or works of authorship comprising, embodied in or practiced in connection with the Secure Site Seal, accompanying code, and other files or services provided by DigiCert. You shall not acquire any rights of any kind in the Site Seal, software, documentation, trademarks, service marks, trade names or product names.

**6. Representations and Warranties.** You represent and warrant to DigiCert and anyone who relies on the Site Seal that (a) all information contained in any application or enrollment form for a DigiCert SSL Certificate was true and correct as of the time of submission, and that such information (including any domain name or e-mail address) is correct and does not infringe the Intellectual Property Rights of any third parties; (b) You will use the Site Seal in accordance with this License Agreement only and only in connection with your SSL Certificate; and (c) any representations made by You will clearly indicate that they are representations made by you and not DigiCert.

**7. Disclaimer and Limitation of Liability.**

**7.1 DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF THE SECURE SITE SEAL IS SOLELY AT YOUR OWN RISK AND THAT ANY SITE SEAL PROVIDED TO YOU BY DIGICERT IS ON AN "AS IS" AND

"AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE NOTED IN THIS LICENSE AGREEMENT, DIGICERT EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, GUARANTEES, TERMS, OR CONDITIONS OF ANY KIND, BY USAGE OF TRADE OR OTHERWISE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT TO THE EXTENT PERMITTED BY APPLICABLE LAW. DIGICERT DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE THAT ANY SITE SEAL WILL MEET YOUR REQUIREMENTS, OR THAT ANY SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES DIGICERT MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE SEAL OR TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH DIGICERT. TO THE EXTENT THAT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN REPRESENTATIONS, WARRANTIES OR GUARANTEES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

**7.2 LIMITATION OF LIABILITY.** DIGICERT DOES NOT LIMIT ITS LIABILITY FOR FRAUD OR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE. SUBJECT TO THE PROVISIONS OF THIS SECTION 7.2, IN NO EVENT SHALL DIGICERT'S TOTAL AGGREGATE LIABILITY TO ANY AND ALL PERSONS FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES RELATING TO, IN WHOLE OR IN PART, THIS LICENSE AGREEMENT OR ANY SITE SEAL, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED FIVE U.S. DOLLARS (\$5.00 U.S.) ("CUMULATIVE LIABILITY CAP"). UNDER NO CIRCUMSTANCES WHATSOEVER SHALL DIGICERT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, RELIANCE OR INCIDENTAL DAMAGES, OR FOR LOST PROFITS, DATA, REVENUE OR LOSS RESULTING FROM BUSINESS INTERRUPTION, EVEN IF DIGICERT OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THE LIABILITY OF DIGICERT OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS EXCEEDS THE CUMULATIVE LIABILITY CAP, THE AMOUNTS AVAILABLE SHALL BE APPORTIONED FIRST TO THE EARLIEST CLAIMS TO ACHIEVE FINAL DISPUTE RESOLUTION UNLESS OTHERWISE ORDERED BY A COURT OF COMPETENT JURISDICTION. IN NO EVENT SHALL DIGICERT OR ANY OFFICER, DIRECTOR, EMPLOYEE, OR AGENT BE OBLIGATED TO PAY MORE THAN THE CUMULATIVE LIABILITY CAP FOR ANY SITE SEAL OR ANY SERVICES PROVIDED IN RESPECT THERETO REGARDLESS OF APPORTIONMENT AMONG CLAIMANTS. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN AND EVEN IF DIGICERT OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THESE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. THE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS AND THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THESE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS AND LIMITATIONS OF LIABILITY, DIGICERT WOULD NOT GRANT YOU A LICENSE TO USE THE DIGICERT SECURE SITE SEAL AND NEITHER DIGICERT NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS WOULD PROVIDE SERVICES IN RESPECT TO THE DIGICERT SECURE SITE SEAL. THE PARTIES BOTH ACKNOWLEDGE THAT THESE PROVISIONS PROVIDE FOR A REASONABLE ALLOCATION OF RISK.

**8. Indemnity.** You shall indemnify DigiCert and its officers, directors, employees and agents (collectively, the "**Indemnified Parties**") and hold the Indemnified Parties harmless from and against any losses, costs, damages, expenses and fees (including attorneys' fees) incurred by the Indemnified Parties in connection with: (a) any breach by You of any representation, warranty, guarantee, term, condition or obligation under this License Agreement (including but not limited to infringement of any Intellectual Property Right); or (b) your unauthorized acts or omissions related to the unauthorized use of the Secure Site Seal (collectively, the "**Indemnity Conditions**"). Upon appropriate notice, You shall defend, at your expense, any claim brought against one or more of the Indemnified Parties based on or arising from one or more of the Indemnity Conditions.

**9. Term.** Unless earlier terminated in accordance with the terms hereof, this License Agreement shall continue in effect until the termination, expiration or revocation of the SSL Certificate that entitles You to use the Seal. The provisions of **Sections 3.5, 5-8 and 14** shall survive termination.

**10. Modifications to License Agreement.** Except as otherwise provided in this License Agreement, You agree, during the term of this License Agreement, that DigiCert may: (a) revise the terms and conditions of this License Agreement; and/or (b) change part of the services provided under this License Agreement at any time. Any such revision or change will be binding and effective thirty (30) days after posting of the revised License Agreement or change to the service(s) on DigiCert's website, or upon notification to You by e-mail. You agree to periodically review DigiCert's website, including the current version of this License Agreement, to be aware of any such revisions. If You do not agree with any revision to the License Agreement, You shall immediately cease using and displaying the Site Seal. By continuing to use and display the Site Seal after any revision to this License Agreement or change in service(s), You agree to abide by and be bound by any such revisions or changes.

**11. Privacy.** You agree that DigiCert may place in your Site Seal certain information that You provide during the application and approval process for a DigiCert SSL Certificate. You understand that by placing the Site Seal on Your Website, DigiCert shall have the right to capture, use and disclose IP addresses (which do not include any personally-identifiable information) of those visitors to Your Website who click on or otherwise use the Site Seal. DigiCert shall use and disclose such information only for the purposes of (i) preparing reports about the use of the Site Seal that may be provided to customers, potential customers and the general public, (ii) improving the utility of the Site Seal or creating new services, or (iii) complying with a court order, law or requirement of any government agency. For information on the processing of personally-identifiable data, You should review DigiCert's Privacy Statement which is accessible from DigiCert's home page.

**12. Force Majeure.** Except for the 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, industrial strike, lockout, boycott or other matter outside its reasonable control, provided that the party relying upon this Section shall (a) have given the other party prompt written notice thereof; and (b) 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 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this License Agreement.

**13. Severability.** You agree that the terms of this License 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 License Agreement; this License Agreement will be deemed amended to the extent necessary to make this License 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.

**14. Governing Law and Jurisdiction.**

**14.1 Governing Law.** The Parties agree that this contract is made and performed in the State of Utah, USA. This License Agreement shall be governed by the laws of the State of Utah, without reference to conflict of law principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this License Agreement.

**14.2 Dispute Resolution.** To the extent permitted by law, before You may invoke any dispute resolution mechanism with respect to a dispute involving any aspect of this License Agreement, You shall notify DigiCert, and any other party to the dispute for the purpose of seeking dispute resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may commence legal proceedings in the State of Utah.

**15. Non-Assignment.** Except as otherwise set forth herein, your rights under this License Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this License

Agreement, whether by attachment, levy, garnishment or otherwise, renders this License Agreement voidable at DigiCert's option.

**16. Notices and Communications.** You will make all notices, demands or requests to DigiCert with respect to this License Agreement in writing to: Attn: Legal Counsel, DigiCert, Inc., 333 South 520 West, Lindon, Utah 84042 USA.

**17. Entire Agreement.** This License Agreement and any applicable Subscriber Agreement constitute the entire understanding and agreement between DigiCert and You with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between DigiCert and You concerning the subject matter hereof. Neither party is relying upon any representations, warranties, guarantees, assurances or inducements not expressly set forth herein and neither party shall have any liability in relation to any representation or other assurance not expressly set forth herein, unless it was made fraudulently. Section headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning this License Agreement. Terms and conditions in any purchase orders that are not included in this License Agreement or that conflict with this License Agreement are null and void.

**IF YOU DO NOT AGREE TO ALL OF THE TERMS SET FORTH ABOVE, YOU MAY NOT USE ANY DIGICERT SECURE SITE SEAL.**

Last Updated: April 2, 2007.