

SUBSCRIBER AGREEMENT

for Cybertrust Extended Validation SSL Server Certificates

version 1.2 – Date of last modification: September 11, 2007



IMPORTANT NOTICE

YOU MUST READ THIS SUBSCRIBER AGREEMENT CAREFULLY BEFORE APPLYING FOR, ACCEPTING, INSTALLING AND/OR USING ANY TYPE OR CATEGORY OF EXTENDED VALIDATION SSL SERVER CERTIFICATE FROM CYBERTRUST. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT YOU MUST NOT APPLY FOR, ACCEPT, INSTALL OR USE ANY SUCH CERTIFICATE. BY APPLYING FOR, ACCEPTING, INSTALLING OR USING ANY SUCH CERTIFICATE YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Subscriber Agreement (“Agreement”) applies to certain digital certificates Cybertrust offers as part of its Cybertrust’s Public Certification Services and is for the express benefit of Cybertrust, any Relying Party (as such term is defined below) and Application Software Vendor (as such term is defined below). Except where expressly set forth otherwise in the Agreement, references to “Cybertrust” shall be deemed references to Cybertrust Belgium NV, BTW BE 0.455.138.450 RPR Leuven, a Belgian corporation that, in its capacity as Public Certification Authority, controls and operates the Cybertrust Public Certification Services in respect of which this Agreement applies and that, at the date of this Agreement, forms part of the Cybertrust group of companies.

THIS SUBSCRIBER AGREEMENT EXECUTED AND AGREED ON BEHALF OF:

Name of Entity (as registered): _____

Address: _____

Registration N°: _____

VAT N°: _____

Tax ID N°: _____

(the above named entity hereinafter referred to as “Subscriber”, “Applicant” or “you”)

By placing its signature below, or otherwise signifying acceptance of the terms and conditions of this Agreement pursuant to Section 7.1 below, the undersigned natural person named below represents and warrants to Cybertrust and any Certificate Beneficiaries that it is either an Applicant (as such term is defined below), employed by the Applicant, or an authorized agent who has express authority to represent Applicant, and who has the necessary authority on behalf of the Applicant to sign or accept this Agreement.

This Agreement executed and agreed for and on behalf of Applicant by:

Name: _____

Title: _____

Date: _____

Signature: _____

1. DEFINITIONS

In addition to the capitalized words, acronyms and phrases elsewhere defined herein, for the purposes of this Agreement the following words, acronyms and phrases shall have the following meaning, unless the context requires otherwise:

“**Agreement**” means this Subscriber Agreement together with any Cybertrust document or materials incorporated herein by reference.

“**Applicant**” means (i) a non-governmental legal entity (whether ownership interests are privately held or publicly traded) whose existence was created by a filing with (or an act of) the incorporating agency in its jurisdiction of Incorporation; or (ii) a government-operated legal entity, agency, department, ministry, or similar element of the government of a country, or political subdivision within such country (such as a state, province, city, county, etc.); (iii) an entity that conforms to neither (i) or (ii) above (such as, by way of an example, a general partnership, an unincorporated association), that applies for (or seeks renewal of) an EV Certificate naming it as the subject.

“**Application Software Vendor**” means a developer of Internet browser software or other software that displays or uses certificates and distributes root certificate.

“**CA Policies**” means Cybertrust’s policies, practices and policies in operating a public CA for the purposes of providing public certification services and issuing Certificates (including the relevant and then applicable Certificate Practice Statement or CPS), as documented and modified from time to time by Cybertrust. A copy of the most recent CA Policies are currently located at <http://cybertrust.omniroot.com/repository.cfm> or can be obtained upon request from Cybertrust.

“**Certificate**” means a electronic data file digitally signed and issued by Cybertrust that is a so-called Extended Validation SSL Server Certificate and issued under the Guidelines.

“**Certificate**” means (i) the Subscriber entering into a subscriber agreement for

Beneficiaries”

the Certificate; (ii) the Subject named in the Certificate; (iii) all application software vendors with whom Cybertrust has entered into a contract for inclusion of its relevant root certificate in software distributed by such vendors; (iv) all Relying Parties that actually rely on a Certificate during its validity period.

“Force Majeure Event”

means acts of governments, hostilities, power failures, fire, strike, riot, or any other event beyond the reasonable control of a party hereto.

“Guidelines”

means the version of the “Guidelines for the Issuance and Management of Extended Validation Certificates” most recently adopted and made affective by the CA/Browser forum at the time of issuance of the Certificate. At the date of publication of this Subscriber Agreement, the CA/Browser forum has posted the Guidelines at <http://www.cabforum.org>.

“Relying Party”

means any individual or entity that acts in reliance on a Certificate or electronic signature created with such Certificate and/or has entered into a Relying Party Agreement valid for the Certificate.

“Subscriber”

means the person or entity named during the Certificate application and enrollment by the applicant and named as the Certificate subject and for who’s use a Certificate is issued.

2. GENERAL

- 2.1. Subject to the terms and conditions of this Agreement, and Cybertrust’s acceptance of the Certificate application and subsequent issuance of a Certificate to Subscriber, Cybertrust grants Subscriber a personal, non-exclusive, non-transferable, non-sublicensable, revocable and limited license to install and use any Certificate issued to Subscriber by Cybertrust and any digital signature Subscriber creates using the public and private key associated with such Certificate. The Certificate will be issued under and subject to the applicable CA Policies and is provided for Subscriber’s sole use. In relation to the issuance and management of Certificates, Cybertrust conforms to the current version of the Guidelines which are incorporated into this Agreement by reference. To the extent of any conflict or inconsistency between this Agreement and the Guidelines, the Guidelines shall take precedence.

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- 2.2. In connection with the issuance of a Certificate Subscriber is or will be provided with one or more private keys. Subscriber must keep, and represents and warrants that it shall keep, its private keys associated with the Certificate (and any associated access information or device such as, by way of an example, passwords or tokens) safe from unauthorized use, compromise and disclosure. Subscriber must promptly inform Cybertrust and Subscriber represents and warrants to Cybertrust and any Relying Party that it will promptly request Cybertrust to revoke the Certificate upon (i) learning of any actual or threatened unauthorized use, misuse, or compromise of the Certificate and/or the private key(s) associated with the Certificate; (ii) any information in the Certificate becomes incorrect or inaccurate.
- 2.3. Applicant, on its on behalf and on behalf of the Subscriber, represents and warrants to Cybertrust and any Relying Party that:
- (i) all information instrumental and/or material to Cybertrust's issuance of a Certificate shall be provided in a complete and accurate manner at the time the issuance of a Certificate is applied for and thereafter;
 - (ii) Subscriber will use (or, where permitted, allow usage of) the Certificate for lawful purposes only, in compliance with all applicable laws, solely for authorized company business and further to the extent permitted by this Agreement and the applicable CA Policies;
 - (iii) Subscriber will promptly inform Cybertrust if any of the information and/or materials that have been provided in support of the Certificate issuance application or for inclusion in the Certificate is no longer valid or accurate, and promptly request for revocation of the Certificate;
 - (iv) Subscriber has and will maintain, at its own expense, any rights, authorizations, approvals and consents required in respect of your Certificate issuance application and Subscriber's subsequent Certificate usage (including, without limitation and where applicable, any exclusive rights pertaining to the domain name to be listed in the Certificate);
 - (v) Subscriber will install the Certificate only on the server accessible at a domain name listed on the Certificate;
 - (vi) Subscriber will immediately cease all further use of the Certificate and the associated private keys upon expiration or revocation of that Certificate;
 - (vii) Subscriber will not install nor use the Certificate until such time that it has reviewed and verified that the information included in the Certificate is accurate;
 - (viii) Subscriber will require each Certificate Relying Party to agree to be bound by Cybertrust's relevant Relying Party agreement as available from Cybertrust at Cybertrust's repository currently located at <http://cybertrust.omniroot.com/repository.cfm> or which can be obtained upon request from Cybertrust.

To the extent this Agreement is entered into on behalf of another person or entity intended to be the Subscriber the party entering into this Agreement represents and warrants to Cybertrust and any Relying Party that it has all necessary power and authorization to do so and to unconditionally bind such other person or entity vis-à-vis Cybertrust by this Agreement.

3. REVOCATION

- 3.1. Cybertrust reserves the right to revoke Subscriber's Certificate at any time without notice and without indemnity upon occurrence of any or all of the following:
- (i) a revocation request issued by or on behalf of Subscriber;
 - (ii) Cybertrust has good faith reasons to believe that the Certificate is or is likely to become compromised or used in an illegal or otherwise unauthorized manner;
 - (iii) Cybertrust has good faith reasons to believe that any of the information contained in the Certificate has materially changed or is no longer accurate;
 - (iv) the Certificate has been issued to persons or organizations that are or at any time become identified or known as publishers or distributors of malicious software, or that impersonate other persons or otherwise undertake activities that are illegal, fraudulent or unethical;
 - (v) any compelling event under applicable law (including, by way of an example, if the Certificate has been issued to persons or organizations against which any form of supra-national, international, or national trade embargo becomes enforced);
 - (vi) Cybertrust obtains reasonable evidence that Subscriber violated any of its material obligations under this Agreement or otherwise;
 - (vii) Cybertrust discontinues for any reason its provision of public certification services or the trust associated with the certificate hierarchy under which the Certificate has been issued becomes compromised;

- (viii) Subscriber's failure to maintain any permits, approvals, rights or authorizations as required for the issuance and/or use of the Certificate (including, without limitation, any failure to maintain domain name registration);
- (ix) Cybertrust, in its sole discretion, determines that the Certificate if not revoked or Subscriber engaged in activities that may be harmful or compromise Cybertrust's (or a Cybertrust's affiliates, agent's or service provider's) business reputation or trust status.
- (x) any additional and reasonable grounds for revocation as Cybertrust may publish from time to time in its CA Policies or make otherwise known to Subscriber.

For additional clarity, except as mandated by the CA Policies or applicable law, Cybertrust does not have any obligation to revoke a Certificate upon occurrence of any or all of the events listed under items (i) through (ix) under Section 3.1. Subscriber agrees that this Section 3.1 is without prejudice to and does not release Subscriber from its obligation to promptly request revocation of any Certificate upon learning or suspecting that any of the events pursuant to which Cybertrust may revoke the Certificate has occurred or is likely to occur.

- 3.2. Upon revocation or expiration of a Certificate, Subscriber must permanently remove that Certificate from all applications, systems and/or devices on which it is installed and immediately cease all further use of the Certificate. If, in connection with the Certificate issued, Subscriber received a license from Cybertrust to display a seal, logo, mark and/or other on a website or other medium, Subscriber must immediately remove such seal or indicium upon revocation or expiration of the Certificate.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. As between Subscriber and Cybertrust, all title, copyrights, trademarks, service marks, patents, patent applications and all other intellectual proprietary rights now known or hereafter recognized in any jurisdiction ("IPR") in and to the Cybertrust's public certification services (including, without limitation the CA Policies), and any related functionality and technology, know how, trade secrets, information, concepts and methodologies are owned and will continue to be owned by Cybertrust and/or its licensors. You agree to make no claim of interest in or ownership of any such IPR. Subscriber acknowledges that no title or interest in and to any IPR, Cybertrust's public certification services (including, without limitation the CA Policies) and any related functionality and technology, know how, trade secrets, information, concepts and methodologies is transferred to Subscriber and that Subscriber do not obtain any rights, express or implied, other than the rights expressly granted in this Agreement.
- 4.2. Cybertrust does not claim ownership of any of Subscriber's factual proprietary information that Cybertrust obtains from or about Subscriber in connection with the issuance of a Certificate. However, Subscriber hereby grants Cybertrust (including its affiliates, agents and service providers) a free permission to copy, store, use, transmit and process, edit, translate and reformat such information for the purposes of its (i) provisioning of public certification services and performing associated functions (such as billing, accounting and administering); (ii) performance under and/or enforcement of this Agreement.

5. CONFIDENTIALITY AND PERSONAL INFORMATION

- 5.1. Each party agrees not to disclose to a third party any confidential and/or proprietary information that it may obtain or receive from the other party ("Confidential Information") and to take all reasonable precautions to prevent unauthorized disclosure or use of that other party's Confidential Information. Confidential Information shall not include information that is already in the public domain through no fault of the receiving party, or was already known to the receiving party through no breach of a confidentiality obligation.
- 5.2. Notwithstanding the foregoing, Subscriber agrees and hereby expressly authorizes Cybertrust to provide any information from or about Subscriber to any of its affiliates, agents and service providers to the extent reasonably required for performance hereunder. Subscriber further agrees that Cybertrust may use any information from or about Subscriber to provision certification and certificate lifecycle management services, to communicate with Subscriber regarding its subscription, any Cybertrust products and services and other topics Cybertrust may deem of interest to Subscriber. Subscriber acknowledges and accepts that Cybertrust will include certain information in the Certificate (including Personal Information, as such term is defined below) and that Cybertrust shall have the right to disclose the same to third parties and, further, that Cybertrust may make publicly available any such information embedded in the Certificate and any information regarding the validity of the Certificate (including, by way of an example only, suspension or revocation status information). Subscriber also agrees that Cybertrust may use any information from or about Subscriber in any format for any purpose provided that all such data is aggregated with other data such that any use of such data by Cybertrust, its affiliates, agents and/or service providers (as applicable) will not be identifiable as originating from Subscriber.
- 5.3. Subscriber acknowledges that Cybertrust will, and any Cybertrust affiliate, agent or service provider may, by virtue of its subscribing under this Agreement and/or its use of a Cybertrust web site come into possession of Personal Information about Subscriber. "Personal Information" as used in this Agreement means any non-public personally identifiable information concerning a natural or legal person that is as such protected by applicable

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legislation and regulations ("Applicable Privacy Laws"). Subscriber accepts and agrees that Cybertrust and any Cybertrust affiliate, agent or service provider may, on Subscriber's behalf, use, process and/or transfer any or all of its Personal Information both within and outside one or more national or supra-national jurisdictions in connection with this Agreement and its subject matter. Cybertrust will treat Subscriber's Personal Information as set forth herein and in its Privacy Policy forming part of the CA Policies, as amended from time to time by Cybertrust, and Cybertrust further agrees to comply with the Applicable Privacy Laws and so does Subscriber.

6. FEES ; PAYMENT TERMS

- 6.1. Subscriber shall make timely payment of the applicable Certificate purchase price and/or associated services fees as set forth on Cybertrust's website at the time of purchase or as otherwise agreed upon in writing by Cybertrust or the relevant authorized Cybertrust reseller or distributor. Except where explicitly otherwise agreed upon in writing, all fees are due immediately and, except to the extent explicitly set forth otherwise herein, non-refundable. All fees and prices are specified exclusive of any taxes or duties that may apply. Subscriber shall pay such additional amounts as may be required in order that the net amount actually received by Cybertrust, after deduction or withholding of all applicable taxes and duties, shall be equal to the amount expressed to be payable that Cybertrust would have received but for such deduction or withholding being required.
- 6.2. To the extent Subscriber purchases Certificates from a Cybertrust authorized reseller or distributor the provisions of Section 6.1 shall not apply and fees and payment terms shall be as agreed between Subscriber and that reseller or distributor.

7. TERM AND TERMINATION

- 7.1. This Agreement commences on the earlier date that acceptance of its terms and conditions is signified by or on behalf of Subscriber, as such acceptance may be signified by signature or the application for, acceptance, installation and/or use of a Certificate. This Agreement shall continue until the Certificate has expired or has been revoked, whichever is earlier.
- 7.2. Subscriber may terminate this Agreement at any time by revoking the Certificate. In no event shall termination of this Agreement give rise to any reimbursement, credit or refund of any pre-paid fees. Subscriber's obligation to make payment that accrued prior to termination of this Agreement shall survive termination of this Agreement.

8. INDEMNITY

- 8.1. Subscriber understand and agree that Subscriber is personally responsible for use of the Certificate and for the safeguard of the associated private keys. Subscriber agrees to indemnify, defend and hold harmless Cybertrust, its affiliates, agents and service providers and their respective directors, officers, employees, successors and assigns from and against all actual or threatened third party claims or proceedings and any losses, expenses, damages and costs (including reasonable attorneys' fees and costs) that may be sustained, resulting from or arising out of (i) Subscriber's use or misuse of the Certificate; (ii) information submitted by or on behalf of Subscriber during the Certificate application process and the accuracy thereof, (iii) Subscriber's breach of any provision of this Agreement (including, without limitation, breach of any representations or warranties Subscriber makes hereunder); (iv) Subscriber's failure to safeguard the private key associated with the Certificate, or failure to use of a trustworthy and secured system, or to take such actions and measures as necessary or reasonable to prevent and protect against the compromise, loss, disclosure or modification or unauthorized use of the associated private key, except to the extent such claims, losses, expenses, damages and costs arise from Cybertrust's gross negligence or willful misconduct in complying with its obligations and undertakings under this Agreement. Cybertrust reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which Subscriber is required to indemnify hereunder, and Subscriber agrees to cooperate with our defense of these claims.

9. CYBERTRUST WARRANTIES AND DISCLAIMER OF WARRANTIES

- 9.1. Cybertrust represents and warrants, as related to and for the benefit of the Certificate Beneficiaries, that: (i) during the period when the Certificate is valid the relevant Cybertrust CA has followed the requirements of the Guidelines and its own CA Policies as they relate to the type of Certificates covered by this Agreement in issuing the Certificate and in verifying the accuracy of the information contained in the Certificate; (ii) Cybertrust has confirmed with the incorporating or registration agency in the Subject's jurisdiction of incorporation or registration that, as of the date the Certificate was issued, the Subject named in the Certificate legally exists as a valid organization or entity in the jurisdiction of incorporation or registration; (iii) Cybertrust has confirmed that, as of the date the Certificate was issued, the legal name of the Subject named in the Certificate matches the name on the official government records of the incorporating or registration agency in the Subject's jurisdiction of incorporation or registration, and if an assumed name is also included, that the assumed name is properly registered by the Subject in the jurisdiction of its place of business; (iv) Cybertrust has taken all steps reasonably necessary to verify that, as of the date the Certificate was issued, the Subject

named in the Certificate has the exclusive right to use the domain name(s) listed in the Certificate; (v) Cybertrust has taken all steps reasonably necessary to verify that the Subject named in the Certificate has authorized the issuance of the Certificate; (vi) Cybertrust has taken all steps reasonably necessary to verify that all of the other information in the Certificate is accurate, as of the date the Certificate was issued; (vii) the Subject named in the Certificate has entered into a legally valid and enforceable subscriber agreement that satisfies the requirements of the Guidelines; (viii) Cybertrust will follow the requirements of these Guidelines and will use all reasonable efforts to maintain a 24 x 7 online-accessible repository with current information regarding the status of the Certificate as valid or revoked; and (ix) Cybertrust will follow the requirements of the Guidelines and revoke the Certificate upon the occurrence of any revocation event as specified in the Guidelines.

- 9.2. EXCEPT TO THE EXTENT EXPLICITLY STATED OTHERWISE IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL CYBERTRUST'S PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND CYBERTRUST MAKES NO WARRANTIES WITH RESPECT TO USEFULNESS, FUNCTIONALITY, OPERABILITY, TIMELINESS AND NON-INFRINGEMENT. CYBERTRUST HEREBY EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. LIMITATION OF LIABILITY

- 10.1. IN NO EVENT WILL CYBERTRUST BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE THE CERTIFICATE (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE USE OF THE CERTIFICATE; (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE CERTIFICATE NOT ARISING FROM CYBERTRUST'S BREACH OF THE WARRANTIES PROVIDED UNDER SECTION 9.1 ABOVE; (IV) SUBSCRIBER'S FAILURE TO COMPLY WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE AND EVEN IF CYBERTRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW: IF SUBSCRIBER IS DISSATISFIED WITH THE CERTIFICATE, OR WITH THE TERMS OF USE, SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY IS TO REVOKE IT.
- 10.2. THE AGGREGATE LIABILITY (INCLUDING ATTORNEY'S FEES AND COURT COSTS AND EXPENSES AWARDED HEREUNDER) OF CYBERTRUST AND ANY CYBERTRUST AFFILIATE, AGENT AND SERVICE PROVIDER AND OF AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SUCCESSORS AND ASSIGNS, IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE HIGHER OF (I) THE EQUIVALENT OF FIVE THOUSAND U.S. DOLLARS (\$5,000.00); OR (II) THE PURCHASE PRICE PAID FOR THE CERTIFICATE. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL BE THE SAME AND SHALL APPLY IRRESPECTIVE OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS OR CLAIMS RELATED TO SUCH CERTIFICATE.

11. UPDATES AND AMENDMENTS

- 11.1. This Agreement as well as other policies, statements, agreements, information and materials (collectively "Materials") related to or associated with Cybertrust's certification services and the provision thereof may be updated, revised, supplemented or replaced from time to time by Cybertrust in its sole discretion and without prior notice. A Subscriber is responsible to monitor and maintain awareness of any such changes to the Materials. Unless a later date is indicated by Cybertrust, Materials become effective upon the date such Materials are posted by Cybertrust under the Cybertrust Repository currently located at <http://cybertrust.omniroot.com/repository.cfm>. By continuing to use the Certificate or Cybertrust's certification services after changes to any of the Materials have become effective, Subscriber signifies acceptance of such changed Materials.

12. GENERAL PROVISIONS

- 12.1. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intent, and the remainder of this Agreement shall remain in full force and effect.
- 12.2. Assignment and Subcontracting. Subscriber may not assign or transfer or attempt to do so any right or obligation under this Agreement, in whole or in part, to any person or entity, whether by assignment, transfer, merger or otherwise without Cybertrust's prior written

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- consent. Cybertrust shall have the right to, in its sole discretion, assign or transfer this Agreement or delegate all or part of its rights hereunder and may use affiliated companies, agents or service providers to perform all or some of its services, duties and obligations.
- 12.3. Force Majeure. Neither party will be liable for any default or delay in the performance of all or part of its obligations (other than an obligation to make payment of any monies) under this Agreement to the extent such default or delay is caused by a Force Majeure Event.
- 12.4. Headings. Section headings used in this Agreement are for reference and convenience and are not to be construed as limitations of the substance of any provision.
- 12.5. Notices. Any notice required or permitted under this Agreement must be served to Cybertrust at the address of Cybertrust's then current seat of operations with a copy to: Cybertrust Legal Department EMEA, Philipssite 5, B-3001 Leuven, Belgium. A notice takes effect from the time it is received unless a later time is specified in it. A notice is deemed to be received by Cybertrust (i) in the case of an express couriered letter, on the date of actual delivery; (ii) in the case of a mailed letter, on the fifth (5th) day, or, if mailed to or from one country to another, on the seventh (7th) day after mailing; and (iii) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.
- 12.6. No waiver. No waiver, modification or cancellation of any of the provisions of this Agreement shall take effect unless made in writing and signed by Cybertrust. Cybertrust's failure to require performance of any provision thereof shall not affect Cybertrust's right to enforce the same, nor shall any waiver of a breach be deemed a waiver of any other breach.
- 12.7. Entire Agreement. Except to the extent set forth otherwise herein or in a written agreement between Subscriber and Cybertrust (or a Cybertrust affiliated company), this Agreement constitutes the entire agreement between Subscriber and Cybertrust regarding the subject matter hereof, superseding any prior agreements that Subscriber may have with Cybertrust regarding its subject matter.
- 12.8. Applicable Law and Jurisdiction. This Agreement shall be construed, interpreted and enforced in accordance with the laws of Belgium, exclusive of any choice of law rules. The United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Any and all disputes, claims or litigation arising from or related in any way to this Agreement or the Certificate shall be resolved by the courts located in Brussels, Belgium. Subscriber agrees to waive any objections against and agree to submit to the aforementioned jurisdiction.
- 12.9. Dispute Resolution. To the extent permitted by applicable law, Subscriber shall first serve Cybertrust written notice of any dispute that Subscriber believes may have arisen in connection with this Agreement prior to seeking judicial remediation, action or relief. If despite Cybertrust's and Subscriber's good faith efforts no amicable resolution can be reached within sixty (60) days from Cybertrust's receipt of Subscriber's notice, either party may seek resolution or settlement by submitting the dispute to the competent courts as determined in accordance with Section 12.8 above.
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