

# SUBSCRIBER AGREEMENT

## for Cybertrust Standard Validation SureServer and SureCodeSign Certificates

version 1.4 – Date of last modification: February 20, 2009



### IMPORTANT NOTICE

YOU MUST READ THIS SUBSCRIBER AGREEMENT CAREFULLY BEFORE APPLYING FOR, ACCEPTING, INSTALLING AND/OR USING ANY TYPE OR CATEGORY OF SURESERVER (SSL) CERTIFICATE OR SURECODESIGN 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 Agreement governs the rights and obligations of Cybertrust and Subscriber in connection with the applicable Certificate purchased hereby. Except where expressly set forth otherwise in the Agreement, "Cybertrust" refers 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.

### 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 have the following meaning, unless the context requires otherwise:

- "Agreement"** means this Subscriber Agreement together with the CA Policies, which are incorporated into and a part of the Agreement.
- "CA Policies"** means the Cybertrust Certificate Practice Statement, Certificate Policy, and Omniroot Privacy Policy set out at <http://cybertrust.omniroot.com/repository> (or such other website as designated by Cybertrust) as amended from time to time.
- "Certificate"** means a electronic data file digitally signed and issued by Cybertrust that is currently marketed by Cybertrust under its standard validation SureServer or SureCodeSign brand.
- "Confidential Information"** means information (in whatever form) designated as confidential by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to the disclosing party (or one of its affiliates, agents or Service Providers), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself. Confidential Information shall not include information that (a) is in the public domain through no fault of the receiving party; (b) was already known to the receiving party through no breach of a confidentiality obligation; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential

- "Force Majeure Event"** Information. means acts of governments, hostilities, power failures, fire, strike, riot, or any other event beyond the reasonable control of a party hereto.
- "Relying Party"** means any individual or entity that acts in reliance on a Certificate or electronic signature created with such Certificate.
- "Service Provider"** means a person or entity providing products and/or services to Cybertrust, as well as an authorized Cybertrust reseller or distributor.
- "Subscriber"** means the person or entity named during the Certificate application and enrollment as the Certificate subject and for whose 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.
- 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 its private keys associated with the Certificate safe from unauthorized use, compromise and disclosure. Subscriber represents and warrants to Cybertrust and any Relying Party that it will promptly inform Cybertrust and request Cybertrust to revoke the Certificate upon learning of any actual or threatened unauthorized use, misuse, or compromise of the Certificate and/or the private key(s) associated with the Certificate.
- 2.3. Subscriber further represents and warrants to Cybertrust and any Relying Party that:

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- (i) all information instrumental and/or material to Cybertrust's issuance of a Certificate is accurate at the time of application for such issuance and thereafter;
  - (ii) Subscriber will promptly inform Cybertrust if any of the information and/or materials that was provided in support of Subscriber's Certificate issuance application or for inclusion in the Certificate is no longer valid or accurate, and promptly request for revocation of the Certificate;
  - (iii) Subscriber will use (or, where permitted, allow usage of) the Certificate only for lawful purposes and to the extent permitted by this Agreement and the applicable CA Policies;
  - (iv) Subscriber has and will maintain, at its own expense, any rights, authorizations, approvals and consents required in respect of its 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 immediately cease all further use of the Certificate and the associated private keys upon expiration or revocation of that Certificate; and
  - (vi) Subscriber will not install nor use the Certificate until such time that it has verified and satisfied itself that the information included in the Certificate is accurate.
- 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 under law;
  - (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 fails 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 Subscriber has 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; or
  - (x) any additional and reasonable grounds for revocation as Cybertrust may publish from time to time in its CA Policies or otherwise make known to Subscriber.

To the extent this Agreement is executed on behalf of another person or entity that is intended to be the Subscriber, the party executing 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 by this Agreement. To the extent that Subscriber uses agents to perform on its behalf in connection with this Agreement or the Certificate, then Subscriber must require any agent to undertake all the obligations of Subscriber contained herein.

### 3. REVOCATION

- 3.1. Cybertrust reserves the right to revoke Subscriber's Certificate at any time without notice and without indemnity or other liability 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

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 (x) 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 indicia 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 (collectively, "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

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secrets, information, concepts and methodologies are owned and will continue to be owned by Cybertrust and/or its licensors. Subscriber agrees 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 does 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, without charge, to Cybertrust (including to its affiliates, agents and Service Providers) a license 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); and (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 Information that it may obtain or receive from the other party and to take all reasonable precautions to prevent unauthorized disclosure or use of that other party's Confidential Information.
- 5.2. Notwithstanding the foregoing, Subscriber agrees and hereby expressly authorizes Cybertrust to provide any information from or about Subscriber if required or authorized by applicable law, rule, regulation, or lawful process and to any of Cybertrust's 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 has 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 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, is equal to the amount expressed that Cybertrust would have received but for such deduction or withholding being required.
- 6.2. To the extent Subscriber purchases Certificates through 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 date that it is accepted and agreed to by or on behalf of Subscriber and Cybertrust. Without limitation, Subscriber is deemed to have accepted and agreed to this Agreement on the earlier of (i) when it clicks "I Agree" or otherwise takes an action to indicate its acceptance and agreement, or (ii) installation and/or use of the Certificate. Cybertrust agrees to this Agreement when it issues the 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

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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 understands and agrees 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' and other legal 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 Cybertrust's defense of these claims.

### 9. WARRANTIES AND DISCLAIMER OF WARRANTIES

9.1. Cybertrust warrants that the information embedded in each Certificate (as compared to the information provided by the Certificate applicant) will, at the time of provisioning, contain no material errors resulting from Cybertrust's failure to exercise reasonable care in generating such Certificate in material compliance with Cybertrust's then applicable Certificate Practice Statement. 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, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

### 10. LIMITATION OF LIABILITY

10.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND CONSISTENT WITH THE FACT THAT SUBSCRIBERS WHO HAVE OBTAINED A CERTIFICATE BY REDEEMING A CODE PURCHASED THROUGH A CYBERTRUST-AUTHORIZED RESELLER OR DISTRIBUTOR HAVE NOT PAID ANYTHING TO CYBERTRUST FOR THE SERVICE, CYBERTRUST HAS NO LIABILITY OF ANY KIND TO SUCH SUBSCRIBERS UNDER ANY CIRCUMSTANCES WHATSOEVER. SUBSCRIBERS' SOLE RECOURSE IN CONNECTION WITH THIS AGREEMENT IS TO THE RESELLER OR DISTRIBUTOR FROM WHOM IT PURCHASED THE CODE.

10.2. IN NO EVENT WILL CYBERTRUST BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES WHATSOEVER IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE AND EVEN IF CYBERTRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES UNDER ALL CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, TO 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.

10.3. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 10.1, THE AGGREGATE LIABILITY (INCLUDING ATTORNEY'S AND OTHER LEGAL FEES, 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, IN CONNECTION WITH THIS AGREEMENT, IS LIMITED, IN THE AGGREGATE, TO THE EQUIVALENT OF FIVE THOUSAND U.S. DOLLARS (\$5,000.00). 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 CERTIFICATES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IF SUBSCRIBER IS

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DISSATISFIED WITH THE CERTIFICATE, OR WITH THE CA POLICIES AS THEY MAY CHANGE FROM TIME TO TIME, SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY IS TO REVOKE THE CERTIFICATE. IF SUBSCRIBER REVOKES A CERTIFICATE, SUBSCRIBER MAY REQUEST A REFUND IF SUBSCRIBER CAN DEMONSTRATE, TO CYBERTRUST'S REASONABLE SATISFACTION, THAT THE CERTIFICATE WAS REVOKED BECAUSE OF CYBERTRUST'S MATERIAL FAILURE TO MEET ITS OBLIGATIONS UNDER THIS AGREEMENT.

### 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. 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 agreement to and 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 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 as identified in the Certificate Practice Statement 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; and (ii) in the case of a mailed letter with return receipt requested, on the date of actual delivery.

12.6. No waiver. No waiver, modification or cancellation of any of the provisions of this Agreement may take effect unless made in writing (including electronic writings) and agreed to by Cybertrust (online documents are deemed agreed to by Cybertrust when posted for public view). 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 affiliate), 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. Dispute Resolution and Escalation. The parties shall make a good faith effort to resolve, without resort to arbitration or litigation, any dispute arising under or related to this Agreement. If the parties do not agree upon a resolution of the dispute within thirty (30) days, either party may elect to abandon negotiations. At such time, the dispute must be resolved by binding arbitration of a single arbitrator. The decision of the arbitrator must be based upon this Agreement and applicable law. The decision of the arbitrator must be reduced to writing, is final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms in this Agreement, and has no authority to award relief in excess of what this Agreement provides or to order consolidation or class arbitrations. The arbitrator has no authority to award punitive damages in any dispute. Any such claims arising under this Agreement must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the dispute resolution procedure specified here applies and Cybertrust and Subscriber waive any rights to pursue any claim arising under this Agreement on a class basis. Arbitration must be conducted in accordance with the UNCITRAL Arbitration

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Rules and will be held in either New York State, Brussels, Belgium or Singapore (as selected by Cybertrust acting reasonably).

- 12.9. 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. Subject to the preceding provision requiring mandatory arbitration, 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 jurisdictions, as applicable.
- 12.10. Export and Regulatory Compliance. Certificates contain encryption technology. Possession, transfer, and use of Certificates may be subject to applicable export,

import, and other controls under applicable law, including without limitation the laws and regulations of the United States, European Union, Australia and other countries. Subscriber is responsible for ensuring that its possession and use of the Certificates comply with all applicable law and Subscriber agrees to comply with all applicable law in that regard. Subscriber agrees that it shall not apply for a Certificate for the benefit of or for use by any person or organization that is on the most recent United States export exclusion lists, and shall not apply for or allow usage of the Certificate in violation of any United Nations, United States, Australia, or European Union embargo, regulation, terrorist controls or other similar restriction. Subscriber represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list.