

## **CERTIFICATE RESELLER AGREEMENT**

THIS CERTIFICATE RESELLER AGREEMENT (“AGREEMENT”) IS ENTERED INTO BETWEEN VERISIGN (AS DEFINED BELOW) AND THE ENTITY YOU REPRESENT IN EXECUTING THIS AGREEMENT (“YOU”). YOU MUST READ AND ACCEPT THIS AGREEMENT BEFORE ENROLLING TO BECOME A VERISIGN RESELLER. IF YOU DO NOT AGREE TO THESE TERMS, CLICK THE “DECLINE” BUTTON AT THE END OF THIS AGREEMENT. BY CLICKING THE "ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

ALL REFERENCES TO “VERISIGN” IN THIS AGREEMENT SHALL MEAN VERISIGN, INC. UNLESS YOU (ON BEHALF OF YOUR ORGANIZATION) ARE LOCATED OUTSIDE THE UNITED STATES, IN WHICH CASE ALL REFERENCES TO “VERISIGN” HEREIN SHALL MEAN VERISIGN SÀRL.

### **1. DEFINITIONS**

"Certificate" shall mean, as applicable, any type of digital certificate service VeriSign makes available through its Reseller Console.

"Certificate Application" means a request to VeriSign for the issuance of a Certificate.

"Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property including, but not limited to, registered and unregistered United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how, and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

"Reseller" shall mean an internet service provider, a systems integrator, a web host, a technical consultant, an application service provider, or other entity that obtains Certificates for re-sale.

"Reseller Console" is a set of Web pages set up by VeriSign wherein, if you enroll as a reseller, you may (a) purchase Certificate inventory for resale; (b) order Certificates on behalf of your customers; and (c) authorize your customers to enroll for Certificates through URLs provided by VeriSign.

"VeriSign Materials" mean hard and electronic versions of any VeriSign technical manual, sales and marketing material, hardware, or software related to the Certificates that VeriSign makes available to you.

“VeriSign PKI” shall mean the VeriSign public key infrastructure that provides Certificates for individuals and organizations.

### **2. APPOINTMENT**

VeriSign hereby appoints you as a non-exclusive Reseller for the Certificates offered through its Reseller Console. Enrolling as a Reseller enables you to promote, market and resell Certificates to end user customers.

### **3.YOUR OBLIGATIONS**

#### **3.1 Resale Process.**

3.1.1 You shall purchase Certificates for resale to your customers. If you wish to enroll for Certificates on behalf of your customers, then you shall require your customers to enter into an agreement with you (each, a "Customer Agreement"). Such Customer Agreement shall, at a minimum, bind your customer to

Certificate subscriber terms applicable to the Certificate as specified by VeriSign and published at <http://www.verisign.com/repository/subscriber/index.html>, and provide that VeriSign shall be an express third party beneficiary of the obligations contained in the Customer Agreement. VeriSign may modify such terms from time to time and you agree to flow-down such new terms to your new customers. Alternatively, your customers may enroll for Certificates through URLs that VeriSign shall provide to you, in which case you shall require your customers to accept VeriSign's standard click-through agreement for the applicable Certificate.

3.1.2 All inventory or units of Certificates you purchase must be issued within twelve (12) months following the date of purchase. Any inventory or unit(s) of Certificate not issued within such twelve-month period shall expire, shall be deemed null and void, and you shall not receive any credit or refund thereof. Upon issuance, each Certificate shall be valid for the applicable validity period stated in the Certificate unless earlier revoked pursuant to section 3.3.3 below. In no event shall you permit your customers to resell the Certificate(s).

3.2 Marketing. You shall use commercially reasonable efforts to market and promote use of the Certificates. You shall be responsible for being knowledgeable about the Certificates and the technical aspects and language related thereto.

3.3 Support.

3.3.1 First-Tier Support. You shall provide your customers with first-tier support including, but not limited to, resolution of pre-sales questions, setup, integration, and post-sale inquiries, basic integration support, problem screening, and basic diagnostics.

3.3.2 Renewal. Both parties shall use commercially reasonable efforts to send renewal notices to your customers who have deployed Certificates within thirty (30) days of Certificate expiry.

3.3.3 Revocation. If your customer requests that you revoke its Certificate, then you must forward such request to VeriSign on behalf of your customer. If you become aware that your customer's organizational information used to authenticate and verify your customer's credential has changed or that your customer has materially breached its obligations under a Customer Agreement, then you shall notify VeriSign of such change or breach, and VeriSign may revoke the Certificate. VeriSign may also revoke a customer's Certificate if you materially breach your obligation under this Agreement. Upon expiration or revocation of a Certificate, you shall permanently remove the applicable Certificate (and, if applicable, seal) from the server on which it is installed and shall not use it for any purpose thereafter. In order to maintain the trust and integrity of the VeriSign PKI, VeriSign in its sole discretion retains the right to revoke a customer's Certificate for activities that VeriSign considers harmful to the VeriSign PKI.

3.4 Warranties. You shall (a) conduct business in a manner that reflects favorably at all times on the Certificate services and the good name, good will, and reputation of VeriSign; (b) promote proper use of the Certificates; (c) avoid false, deceptive, misleading, or unethical practices that are or might be detrimental to VeriSign, the Certificates or the public; (d) not make any representation, warranty, or guarantee to customers or to other third parties with respect to the specifications, features, or capabilities of the Certificates that are inconsistent with that published by VeriSign; and (e) not provide the Certificates, Certificate services or any other VeriSign commodities, software or technologies to any proscribed party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list" or the United States Commerce Department's "BIS Entity List".

#### **4. VERISIGN'S OBLIGATIONS**

4.1 Access to Reseller Console. VeriSign shall provide you with a user name and password to access the Reseller Console for the purpose of (a) purchasing Certificates; and, if applicable, (b) ordering Certificates on behalf of your customers; and (c) deploying URLs to your customers so that they may enroll for Certificates.

4.2 Ordering and/or Deploying Certificates. If you enroll for Certificates on behalf of your customers, then VeriSign shall email deployment instructions to you upon VeriSign's authentication of the applicable Certificate Application. Alternatively, if your customer enrolls for Certificates through VeriSign's URL, then VeriSign shall email deployment instructions directly to your customer upon VeriSign's authentication of the applicable Certificate Application.

4.3 Renewal Notices. VeriSign shall use commercially reasonable efforts to notify you and/or your customer of the expiration of any Certificate at least thirty (30) days prior to the expiration.

4.4 Support. VeriSign shall provide support as follows: (a) standard phone and email support during normal business hours Monday through Friday (excluding VeriSign-designated holidays); (b) within twenty-four (24) hours of receipt of an inquiry, a response addressing the issue; (c) twenty-four (24) hour access to support pages on VeriSign's website; and (d) at VeriSign's discretion, assign an account manager or the equivalent thereof for sales and marketing support.

## **5. FEES AND TAXES**

5.1 Fees. You shall pay VeriSign the applicable fees as set forth in the Reseller Console for the Certificates purchased, or, if applicable, upon receipt of an invoice from VeriSign. All fees are due immediately and are non-refundable, except as otherwise stated below.

5.2 Taxes. All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes, but excluding taxes based on the net income of VeriSign) which are imposed by or under the authority of any government on the service fees charged herein shall be borne by you and shall not be considered a part of, a deduction from or an offset against such service fees. All payments due to VeriSign shall be made without any deduction or withholding on account of any tax, duty, charge, penalty, or otherwise except as required by law in which case the sum payable by you in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, VeriSign receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

5.3 Price Changes. VeriSign reserves the right to change the fees for the Certificates at any time. VeriSign shall use commercially reasonable efforts to provide you with prior notice of any change, but such changes shall not require your consent.

5.4 Re-sale Prices. You shall be solely responsible for determining the fees you charge for the Certificates provided to your customers, and invoicing and collecting such fees.

## **6. CONFIDENTIALITY**

6.1 Confidential Information. The parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire knowledge from, material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, customers and Intellectual Property Rights of the other party that may not be accessible or known to the general public ("Confidential Information"). "Confidential Information" shall include, but not be limited to (a) the terms of this Agreement, (b) VeriSign Materials, and (c) any information which concerns technical details of operation of any of VeriSign's products or services.

6.2 No Disclosure. Each party receiving Confidential Information (the "Receiving Party") agrees to maintain all such Confidential Information received from the other party (the "Disclosing Party"), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such

Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the financial terms of this Agreement to its legal and business advisors and to potential investors, and VeriSign may disclose to its third party service partners those terms of this Agreement relating to the data or service provided by such partners, if such third parties agree to maintain the confidentiality of such Confidential Information. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing this Agreement. In addition, the Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to the Receiving Party hereunder. Upon termination or expiration of this Agreement, the Receiving Party shall immediately return to the Disclosing Party all manifestations of the Confidential Information or, at the Disclosing Party's option, shall destroy all such Confidential Information as the Disclosing Party may designate; provided that such action may be delayed for so long as, and to the extent that, such Confidential Information relates to outstanding payment obligations or is subject to audit, reporting, or retention requirements under this Agreement or applicable law.

6.3 Exclusions. The Receiving Party's obligations under Sections 6.1 and 6.2 above shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (b) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (c) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the Receiving Party without resort to the Disclosing Party's Confidential Information; or (e) is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the Disclosing Party as soon as practicable, and prior to disclosure occurring, in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent such disclosure, and that if such order or remedy cannot be obtained, disclosure may be made without liability.

6.4 Injunctive Relief. Both parties acknowledge that the restrictions contained in this Section 6 are reasonable and necessary to protect their legitimate interests and that any violation of these restrictions will cause irreparable damage to the other party. Each party agrees that damages are not an adequate remedy for any such violation and that the other party will be entitled to seek injunctive relief against each violation.

## **7. PRIVACY**

VeriSign will treat and process the data you provide in accordance with its respective Privacy Statement, as amended from time to time and accessible from the home page of the website from which you obtained the Certificates. VeriSign may place in the Certificate information that you or your customers provide in the Certificate Application. VeriSign may also (a) publish the Certificate and information about its status in the repository; and (b) use such information for the purposes set out in this Agreement, the Customer Agreement, and in the Privacy Statement. You warrant that you have all necessary rights (including consents) to provide your customer information to VeriSign. You are aware that VeriSign will process and/or transfer the information you provide in your Certificate Application in the United States and in other jurisdictions where VeriSign maintains a presence. For further information on processing of customer data, please refer to the applicable Privacy Statement.

## **8. LICENSES TO MATERIALS**

8.1 Sales and Marketing Materials. VeriSign grants you a non-exclusive, non-transferable, non-sublicensable right and license to: (a) use the VeriSign Materials during the term of this Agreement solely in conjunction with the marketing, promotion and resale of the Certificates; and (b) modify certain of the VeriSign Materials expressly designated for such purpose by incorporating your trademarks and/or brand features ("your Branding") in a manner consistent with branding guidelines to be provided by VeriSign.

All such modified materials will be deemed VeriSign Materials under this Agreement. You agree that you will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity of the VeriSign Materials or any other materials, trademark, trade name or product designation belonging to or licensed to VeriSign.

8.2 No Confusing Use. You shall not use any trademark, trade name or product name confusingly similar to a trademark, trade name or product name of VeriSign's.

8.3 No Continuing Rights. Upon expiration or termination of this Agreement, you shall immediately cease all display, advertising, and use of all of the VeriSign Materials and will not thereafter use, advertise, or display any trademark, trade name, or product designation which is, or any part of which is, similar to or confusing with any VeriSign Materials (excluding your Branding) or with any other materials, trademark, trade name, or product designation associated with VeriSign.

8.4 Translated Versions. In addition to the licenses granted above, VeriSign hereby grants you a nonexclusive, non-transferable, non-sublicensable (except as set forth herein), right and license to translate certain of the VeriSign Materials into local language(s) ("Translated Versions"), and to use such Translated Versions solely in substitution for or along with the corresponding un-translated versions. All references to Translated Versions will be exclusive of any of your Branding. Any such Translated Versions are the property of VeriSign and VeriSign shall hold all right, title and interest in such Translated Versions.

8.4.1 Assignment of Translated Versions. You hereby assign and agree to assign to VeriSign with full title guarantee any and all right, title and interest (including copyright) you may have in the Translated Versions, and all portions and copies thereof in any form.

8.4.2 Moral Rights Waiver. If, despite your desire that all rights to Translated Versions vest automatically in VeriSign, it is determined that you or your employees or agents retain moral rights in Translated Versions, you hereby declare on your own behalf and on behalf of your employees and agents that: (a) you do not wish your name to be used in connection with the Translated Versions or any derivative works of or upgrades or updates thereto; (b) you have no objection to publication and use of the work in the manner described in this Agreement; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any works developed by it, him or her as provided for by applicable laws in force in each applicable jurisdiction; (d) you forever release VeriSign and its successors and assigns from any claims that you could otherwise assert against VeriSign by virtue of any such moral rights; and (e) you shall obtain equivalent warranties to those set out in this section from any employee or agent used in the production of any Translated Version.

8.4.3 Exclusive Worldwide License. Notwithstanding the foregoing, in the event that, by operation of law, you are deemed to have retained rights in any portion of a Translated Version, you grant to VeriSign, its successors and assigns, an exclusive, perpetual, irrevocable, worldwide assignable paid-up license to use the Translated Versions, and all inventions, designs, and marks embodied therein.

## **9. PROPRIETARY RIGHTS**

You acknowledge that VeriSign and its licensors retain all Intellectual Property Rights and title in and to all of their Confidential Information or other proprietary information, products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the services provided by VeriSign hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing, "VeriSign Works"). The VeriSign Works do not include your pre-existing hardware, software, or networks. Except as otherwise expressly provided herein, nothing in this

Agreement shall create any right of ownership or license in and to the other party's Intellectual Property Rights, and each party shall continue to independently own and maintain its Intellectual Property Rights.

## **10. INDEMNITY**

10.1 Your Indemnity. You shall indemnify VeriSign and its directors, officers, agents, employees, contractors, affiliates, and/or subsidiaries against any claim, suit or proceeding by a third party based on or arising out of (a) your breach of this Agreement; (b) your customer's breach of the Customer Agreement; or (c) VeriSign's revocation of a Certificate pursuant to Section 3.3.3.

10.2 VeriSign's Indemnity. VeriSign shall indemnify you and your directors, officers, agents, employees, contractors, parent companies, affiliates, and/or subsidiaries based against any claim, suit or proceeding by a third party based on or arising out of VeriSign's breach of this Agreement.

10.3 Notices and Procedures. Subject to the limitations set forth herein, the indemnifying party, at its own expense, shall (a) defend, or at its option settle, any claim, suit, or proceeding against the indemnified party for which it has an indemnification obligation under this Agreement; and (b) pay any final judgment entered or settlement against the indemnified party in any such suit or proceeding defended by the indemnifying party; so long as the indemnified party gives the indemnifying party prompt written notice of such claim, suit, or proceeding and the right to control and direct the investigation, preparation, defense and settlement of such claim. An indemnified party shall reasonably cooperate with the indemnifying party who shall not take any action to settle or defend any such claim, suit, or proceeding that would in any manner impose obligations (monetary or otherwise) on an indemnified party without the indemnified party's written consent, not to be unreasonably withheld. An indemnified party shall have the right to participate in the defense of any claim with its own counsel and shall be responsible for all costs associated therewith.

## **11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

11.1 DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR IN THE CUSTOMER AGREEMENT, THE CERTIFICATES ARE PROVIDED "AS IS". VERISIGN DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

11.2 LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE FOR BREACH OF SECTION 6 ("CONFIDENTIALITY") OR 8 ("LICENSES TO MATERIALS"), CLAIMS ARISING UNDER SECTION 10 ("INDEMNITY") AND ANY OUTSTANDING AMOUNTS OWING UNDER SECTION 5 ("FEES AND TAXES"): (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CERTIFICATES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED TWO (2) TIMES THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT UP TO A MAXIMUM OF ONE MILLION DOLLARS (\$1,000,000). VERISIGN'S LIABILITY TO YOUR CUSTOMERS AND OTHER THIRD PARTIES IS LIMITED AS SET FORTH IN THE APPLICABLE CUSTOMER AGREEMENT.

## **12. TERM AND TERMINATION**

12.1 Term and Termination. This Agreement shall commence on the date you click the "ACCEPT" button and will continue for one (1) year unless earlier terminated.

12.2 Termination for Convenience. Either party shall be entitled to terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other.

12.3 Effect of Termination. Upon the expiration or termination of this Agreement, you shall cease selling, marketing, promoting, and purchasing Certificates. Any expiration or termination of this Agreement shall not discharge any obligation(s) that have accrued. You may invoice and/or collect payment from customers with outstanding balances. Expiration or termination of this Agreement for any reason shall not affect any Customer Agreement and VeriSign shall continue to support the Certificates that have been purchased prior to the termination date for the validity periods thereof, provided you are not in breach of this Agreement and customer is not in breach of the Customer Agreement.

12.4 Survival of Terms. Expiration or termination of this Agreement shall not relieve either party of any obligations that accrued prior to the date of such expiration or termination. The provisions of Sections 3, 5, 6, 7, 9, 10, 11, and 14, shall survive the expiration or termination of this Agreement for any reason.

**13. Force Majeure.** 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 (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this Section 17 (i) gives prompt written notice thereof; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.

**14. Compliance with Law, Export Requirements, and Foreign Reshipment Liability.** Both parties shall comply with all applicable federal, state and local laws, regulations, and export requirements in connection with their obligations under this Agreement. Regardless of any disclosure you make to VeriSign of an ultimate destination of any service component acquired from VeriSign and, notwithstanding anything contained in this Agreement to the contrary, you will not (a) modify, export, or re-export, either directly or indirectly, any technical data provided by VeriSign 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; or (b) provide such service component to any proscribed party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list" or the United States Commerce Departments "BIS Entity List". VeriSign 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.** If any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

**16. Governing Law.** Any disputes related to the services provided under this Agreement shall be governed in all respects by and construed in accordance with the laws of the Commonwealth of Virginia, United States of America, excluding its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

**17. Dispute Resolution.** To the extent permitted by law, before you invoke any dispute resolution mechanism with respect to a dispute involving any aspect of this Agreement, you shall notify VeriSign, and any other party to the dispute for the purpose of seeking resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following:

(i) When each party to the dispute is a Canadian or U.S. resident or organization situated or doing business in Canada or the United States. All suits arising in connection with this Agreement shall be brought in the United States District Court for the Eastern District of Virginia or the state courts of Fairfax County, Virginia, U.S.A. The parties agree that such courts shall have exclusive in personam jurisdiction and the parties submit to the exclusive in personam jurisdiction and venue of such courts. The parties further waive any right to a jury trial regarding any action brought in connection with this Agreement.

(ii) Where one or more parties to the dispute is not a Canadian or U.S. resident or organization situated or doing business in Canada or the United States. All disputes arising in connection with this Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) as modified as necessary to reflect the provisions herein by one or more arbitrators. The place of arbitration shall be in Geneva, Switzerland, and the proceedings shall be conducted in English. In cases involving a single arbiter, that single arbiter shall be appointed by mutual agreement of the parties. If the parties fail to agree to an arbiter within fifteen (15) days, the ICC shall choose an arbiter knowledgeable in computer software law, information security and cryptography or otherwise having special qualifications in the field, such as a lawyer, academician, or judge in common law jurisdiction. Nothing in this Agreement will be deemed as preventing either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of this dispute as is necessary to protect either party's Intellectual Property Rights.

**18. Independent Contractors.** The parties to this Agreement are independent contractors. Neither party is an agent, representative, joint venturer, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. Each party shall bear its own costs and expenses in performing this Agreement.

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

**20. Notices and Communications.** You will make all notices, demands or requests to VeriSign with respect to this Agreement in writing to the "Contact" address listed on the website from where you purchased your Certificate, with a copy to: General Counsel, VeriSign, Inc., 487 E. Middlefield Road, Mountain View, California, USA 94043. References to telephone numbers above shall mean 1-650-426-3400.

**21. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between VeriSign and you with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto. Terms and conditions in any purchase orders that are not included in or that conflict with this Agreement are null and void.