

VeriSign Managed PKI Quick Start Agreement for Private Applications

This VeriSign Managed PKI Quick Start Agreement ("Agreement") is entered into between VeriSign, Inc. ("VeriSign"), and the entity listed at the bottom of this Agreement ("Customer").

BACKGROUND

Customer wishes to issue, manage, suspend, revoke, and/or renew certificates ("Certificates") branded with its trade name based on applications submitted to, validated, and approved by Customer using VeriSign's Managed PKI Quick Start Service (formerly known as OnSite Quick Start Service) ("the Service"). Customer wishes to outsource to VeriSign the functions of issuing, managing, revoking, and/or renewing such Certificates for the volume (up to 500) of certificates specified by Customer. Customer wishes to retain for itself the functions of validating and approving applications for Certificates ("Certificate Applications"), and instructing revocation or renewal of Certificates.

AGREEMENT

1. Definitions. "Managed PKI Administrator" means a person appointed by Customer as administrator of the program described herein. **"Managed PKI Administrator's Certificate"** means a Certificate issued by VeriSign to the Managed PKI Administrator, which allows the Managed PKI Administrator to perform the functions described in Section 2. **"Erroneous Issuance"** means (a) issuance of a Certificate to a Person other than the one named as the subject of the Certificate or (b) issuance of a Certificate without the authorization of the person named as the subject of such Certificate. **"Impersonation"** means requesting and being issued a Certificate based on false or falsified information relating to naming or identity. **"Software"** means all VeriSign software licensed to Customer under this Agreement.

2. Customer's Duties.

2.1 Appointments. Customer shall appoint one or more authorized Customer employees as Managed PKI Administrator(s).

2.2 Managed PKI Administrator's Functions. Customer, through its Managed PKI Administrator(s), shall validate the information in Certificate Applications, approve or reject such Certificate Applications, use hardware and software designated by VeriSign, and instructs VeriSign to revoke Certificates. Upon Customer's approval of a Certificate Application, VeriSign (a) shall be entitled to rely upon the correctness of the information in each such approved Certificate Application, and (b) shall issue a Certificate to the Certificate Applicant submitting such Certificate Application. Customer shall transmit to VeriSign any requests it may have for revocation of Certificates issued by Customer. If a Managed PKI Administrator ceases to have the authority to act as Managed PKI Administrator on behalf of Customer, Customer shall promptly request revocation of the Managed PKI Administrator Certificate of such Managed PKI Administrator.

3. VeriSign's Duties. VeriSign shall provide Customer with the Managed PKI Services as set forth in this Agreement, for a period of twelve (12) months, commencing on the Effective Date of this Agreement (collectively the "Managed PKI Service Period"). VeriSign shall issue, manage, suspend, revoke, and/or renew Certificates (for up to 500) in accordance with the instructions provided by Customer's Managed PKI Administrator(s).

3.1 Managed PKI Administrator Certificate. Upon approval of the Certificate Application(s) of the Managed PKI Administrator(s), VeriSign shall issue a Managed PKI Administrator Certificate to each such Managed PKI Administrator. Such Certificates shall

be valid for twelve (12) months, concurrent with the Managed PKI Service Period. Any additional Managed PKI Administrator Certificates issued throughout the year shall expire concurrently within the initial Managed PKI Service Period.

3.2 Customer Support Options. VeriSign shall provide support to Customer in accordance with the VeriSign Managed PKI Customer Service and Support document ("Support Document") provided by VeriSign to Customer. Customer shall be entitled to the VeriSign Gold Support under the Support Document for a for a period of one (1) year commencing on the Effective Date of this Agreement, unless Customer elects to purchase the VeriSign Platinum Support, in which case, Customer shall be entitled to Platinum Support under the Support Document.

4. Service Fees. Customer shall pay VeriSign the then current applicable Service Fees for the Go Secure! Quick Start Service (the "Service Fee") corresponding to the Customer's selected volume (for up to 500) of Certificates, the current applicable fee for Installation Services under Section 6.2 ("Installation Fee"), and Reimbursable Expenses under Section 6.2. In addition, if Customer elects to purchase the Platinum Support referenced under Section 3.1, Customer shall pay the current applicable annual fee for Platinum Support (the "Platinum Support Fee").

5. Payment Terms. The Service Fees and any applicable Installation Fees, Reimbursable Expenses or Platinum Support Fees, shall be due and payable upon invoice by VeriSign. Customer shall pay each invoice within thirty (30) days after receipt at VeriSign's address as set forth in Section 14 in U.S. dollars. If Customer does not pay any invoice(s) when due, VeriSign may charge a late payment fee on the unpaid amounts equal to the lesser of: (i) ten percent (10%) per annum, or (ii) the maximum legal rate.

6. License. VeriSign grants to Customer a non-exclusive, non-transferable license to use a copy of the Software received from VeriSign on a single Web Server under Customer's control, provided such Software is used in conjunction with the Services. Customer may make a copy of the Software for archival or backup purposes only. Customer may not use the Software concurrently on multiple Web Servers without purchasing one license for each Web Server that will be in concurrent use. Customer is expressly prohibited from sublicensing, selling, renting, leasing or otherwise distributing copies of the Software. Customer agrees not to disassemble, decompile, reverse engineer or make any other attempt by any means to discover or obtain the source code for the Software. In the event any modifications are made to the Software by anyone other than VeriSign, all warranties with respect to the Software shall immediately terminate. The terms of this license supersede in their entirety the terms and provisions of any license which Customer is required to "click-on" or "click-through" in order to download or obtain any such Software.

6.2 Installation. Should Customer elect to purchase VeriSign's Professional Services in addition to the Service described herein, VeriSign shall send a member of its Professional Services staff to Customer's site to install the Software (collectively, "Installation Services"). Customer shall provide working space and facilities, and any other services and materials VeriSign or its personnel may reasonably request in order to perform such Installation Services. Customer shall reimburse VeriSign for out-of-pocket or travel expenses reasonably incurred in connection with rendering Installation Services to Customer (collectively, "Reimbursable Expenses"). VeriSign shall submit invoices to Customer for Reimbursable Expenses incurred hereunder.

6.3 Third Party Products; Warranties; Delivery. Any third party products sold in conjunction with VeriSign's Services under this Agreement shall, in addition to the terms and conditions set forth in this Agreement, shall be sold pursuant to the terms and conditions contained in any separate end-user license agreements or purchase agreements provided by such third parties. The terms of such separate license agreements and

purchase agreements will control in the event of any inconsistencies between such agreements and this Agreement. To the extent possible, VeriSign will pass through to Customer any warranties on any software or hardware provided by third parties or other supplier(s) of such software and hardware. VeriSign shall have no obligation for any other warranties or maintenance of the software or hardware except as provided by such third parties or other supplier(s). Customer shall be responsible for all transportation and handling charges of any third party products, if any, which shall be prepaid by VeriSign and added to the invoice. All shipping dates are based upon the prompt receipt of all necessary information from the Customer and upon acceptance by VeriSign. VeriSign shall not be liable for any delay in delivery due to causes beyond its reasonable control. VeriSign will select methods and routes of shipment. Title and risk of loss to the products (excluding title to the Software), shall pass to Customer upon delivery to carrier. All claims for non-conforming shipments must be made in writing to VeriSign within thirty (30) days of delivery of goods to Customer. Any claims not made within that period shall be deemed waived and released.

7. Confidentiality.

7.1 Confidential Information. "Confidential Information" means any confidential or other proprietary information disclosed by one party to the other under this Agreement, except information that: (a) is public knowledge at the time of disclosure, (b) was known by the receiving party before disclosure by the disclosing party, or becomes public knowledge or otherwise known to the receiving party after such disclosure, other than by breach of a confidentiality obligation, or (c) is independently developed by the receiving party.

7.2 Protection of Confidential Information. The receiving party shall (a) not disclose the Confidential Information to any third party, (b) not use the Confidential Information in any fashion except for purposes of performing this Agreement, (c) exercise reasonable care to prevent disclosure, and (d) notify the disclosing party of any unauthorized disclosure or use of the Confidential Information. Upon termination of this Agreement for any reason, each party shall immediately deliver to the other party all copies of the Confidential Information received from such other party. Each party acknowledges that breach of this Section 7 will cause irreparable harm to the disclosing party entitling the disclosing party to injunctive relief, among other remedies.

8. Intellectual Property Rights. Customer acknowledges that VeriSign, its vendors, and/or its licensors retain all intellectual property rights ("Intellectual Property Rights") in and to the ideas, concepts, techniques, inventions, processes, or works of authorship comprising, embodied in, or practiced in connection with the products or services provided by VeriSign hereunder, including without limitation the VeriSign-designated hardware and software supporting such services and the VeriSign web site interface designated for Customer's use (collectively, the "Service Components"). The Service Components do not include Customer's browser software or Customer's hardware platform.

9. Additional Obligations of Customer.

9.1 Proprietary Markings and Copyright Notices. Customer shall not remove or destroy any trademark or copyright notices on any VeriSign materials or documentation. Neither party shall acquire any rights of any kind in the other party's trademarks, service marks, trade names, or product names.

9.2 Customer's Warranties. Customer warrants to VeriSign that: (a) all information material to the issuance of a certificate and validated by Customer is true and correct in all material respects and (b) without limiting the generality of the foregoing, Customer's approval of Certificate Applications will not result in an Erroneous Issuance, including but not limited to Erroneous Issuance resulting from Impersonation.

10. VeriSign's Limited Warranties. VeriSign warrants to Customer that at the time it issues a Certificate hereunder: (a) VeriSign originated no material misrepresentations of fact in such Certificate and (b) VeriSign introduced no errors in the information in such Certificate as a result of a failure to exercise reasonable care in creating the Certificate.

11. Disclaimer of Warranties and Liability.

11.1 CUSTOMER'S LIABILITY RELATING TO VALIDATION. CUSTOMER SHALL BEAR EXCLUSIVE RESPONSIBILITY, AND LIABILITY TO ANY AND ALL PERSONS, FOR THE VALIDATION OF ALL CERTIFICATE APPLICATIONS THAT IT APPROVES AND FOR THE CONDUCT OF CUSTOMER MANAGED PKI ADMINISTRATORS. VERISIGN DISCLAIMS ALL SUCH RESPONSIBILITY AND LIABILITY.

11.2 "AS IS". EXCEPT FOR THE LIMITED WARRANTIES CONTAINED IN SECTION 10, VERISIGN'S PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO THE SERVICE COMPONENTS, (COLLECTIVELY, THE "PRODUCTS AND/OR SERVICES") ARE PROVIDED "AS IS" AND VERISIGN MAKES NO WARRANTIES WITH RESPECT TO USEFULNESS, FUNCTIONALITY, OPERABILITY. VERISIGN HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11.3 LIMITATION OF LIABILITY. IN NO EVENT SHALL VERISIGN'S LIABILITY TO ANY AND ALL PERSONS FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES RELATING TO, IN WHOLE OR IN PART, THIS AGREEMENT, THE PRODUCTS AND/OR SERVICES, OR OTHERWISE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE SERVICE FEES PAID BY CUSTOMER TO VERISIGN UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL VERISIGN BE LIABLE FOR SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA, OR LOSS RESULTING FROM BUSINESS INTERRUPTION, EVEN IF VERISIGN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnity. Subject to Section 11.3, each party (the "Indemnifying Party") shall indemnify the other party and its directors, officers, agents, employees, contractors, parents, affiliates, or subsidiaries (collectively, the "Indemnified Parties") and hold the Indemnified Parties harmless from and against any losses, costs, damages, and fees (including attorneys' fees) incurred by the Indemnified Parties in connection with: (a) any breach by the Indemnifying Party of any warranty or obligation under this Agreement or (b) the Indemnifying Party's acts or omissions, the use of any product or service provided by the Indemnifying Party, or any other item furnished by the Indemnifying Party to Subscribers (collectively, the "Indemnity Conditions"). Upon appropriate notice, the Indemnifying Party shall defend, at its expense, any claim brought against one or more of the Indemnified Parties based on or arising out of one or more of the Indemnity Conditions.

13. Term and Termination. The term of this Agreement shall begin on the Effective Date marked below (the "Original Term") and shall expire fourteen (14) months thereafter or upon the expiration of the Managed PKI Service Period, whichever occurs first. This Agreement shall be renewed for an additional one (1) year term (a "Renewal Term") upon payment of the then-applicable current Service Fees prior to the expiration of the Original Term or previous Renewal Term. This Agreement may be terminated (a) by either party immediately upon the institution by or against the other party of insolvency, receivership, or

bankruptcy proceedings, upon any assignment for the benefit of the other party's creditors, or upon the other party's dissolution or ceasing to do business; (b) by VeriSign immediately and without prior notice in the event of a breach of any of the duties, obligations, terms, or provisions of this Agreement (a "Breach") by Customer if the Breach may compromise the security of VeriSign's systems; or (c) in the event of any other Breach by a party, upon thirty (30) days written notice by the non-breaching party and the breaching party's failure to cure such Breach within the thirty (30) day notice period. The provisions of Sections 4, 7, 8, 9.2, 10, 11, 12, 13, 14, 15 and 16 shall survive termination.

14. Notices. Whenever a party desires or is required to give any notice, demand, or request with respect to this Agreement, such communication shall be made either using digitally signed messages (verifiable by a VeriSign Class 2 or higher Certificate), or in writing. Electronic communications shall be effective upon the sender's receiving a valid, digitally signed acknowledgment of receipt (verifiable by a VeriSign Class 2 or higher Certificate) from the recipient. Such acknowledgment must be received within three (3) business days, or else written notice must then be communicated. Communications in writing must be delivered by a courier service that confirms delivery in writing or via certified or registered mail, postage prepaid, return receipt requested, addressed to the representative of Customer at the address below or to VeriSign at: Managed PKI Support, VeriSign, Inc., 487 E. Middlefield Road, Mountain View, CA 94043, e-mail: enterprise-pkisupport@verisign.com, voice: +1 (800) 579-2848 or + 1 (650) 426-3535, fax: +1-650-961-8870. Customer shall immediately advise VeriSign of any legal notice served on Customer that might affect VeriSign.

15. Independent Relationship. Customer, the Managed PKI Administrator(s), and Customer's employees, consultants, contractors, and agents are not agents, employees, joint ventures, or joint venturers of VeriSign, and they have no authority to bind VeriSign by contract or otherwise to any obligation.

16. Miscellaneous.

16.1 Entire Agreement; Amendment; Assignment. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment or waiver of any provision of this Agreement shall be effective unless it is in a physical writing signed, or e-mail message digitally signed (verifiable by a VeriSign Class 2 or higher Certificate), by each party's authorized representative. This Agreement shall be binding upon and inure to the benefit of Customer, VeriSign, and their respective successors and assigns, provided that Customer shall not assign, sublicense, encumber, or otherwise transfer this Agreement or any right or obligation hereunder without VeriSign's prior written consent. Any such consent by VeriSign shall be in the form of a communication made pursuant to Section 14.

16.2 Severability; Enforcement. The unenforceability of any provision or provisions of this Agreement shall not impair the enforceability of any other part of this Agreement. If any provision of this Agreement shall be deemed invalid or unenforceable, in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the invalid or unenforceable provision to render it valid, enforceable, and, insofar as possible, consistent with the original intent of the parties. The remedies under this Agreement shall be cumulative and not alternative and the election of one remedy for a breach shall not preclude pursuit of other remedies. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not affect its right to enforce any provision of this Agreement at a subsequent time.

16.3 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California, U.S.A. (irrespective of its choice of law principles). The parties agree that the

United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

16.4 Authorization. Customer warrants and represents that the representative executing this Agreement on its behalf has been duly authorized to do so by Customer.

ACCEPTED AND AGREED TO:

Customer: _____

—

(Name of Company or Entity)

Address: _____

By: _____

(Signature)

Name: _____

Title: _____

E-Mail: _____

Voice: _____

Fax: _____

Effective

Date: _____

**MANAGED PKI ADMINISTRATORS
APPOINTED BY CUSTOMER:**

1. First Managed PKI Administrator

Name: _____

Title: _____

E-Mail: _____

Voice: _____

Fax: _____

2. Second Managed PKI Administrator
(optional)

Name: _____

Title: _____

E-Mail: _____

Voice: _____

Fax: _____