

VeriSign Managed PKI Quick Start Agreement for Public 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 ("RA").

Background

This Agreement sets forth the terms and conditions applicable to RA who has purchased the Managed PKI Quick Start Service (formerly known as OnSite Quick Start) ("Service"). RA wishes to become an RA within the VeriSign Subdomain of the VeriSign Trust Network ("VTN"). RA shall outsource to VeriSign the functions of issuing, managing, revoking, and/or renewing Certificates, while retaining for itself the RA functions namely validating and approving Certificate Applications, and requesting revocation or renewal of Client Certificates in accordance with the VeriSign Certificate Practice Statement ("CPS") and MPKI Administrator's Handbook.

1. Definitions. For the purposes of this Agreement, the following Capitalized terms will have the following meanings.

"Administrator" means a Trusted Person within an organization that performs validation and other CA or RA functions.

"Administrator Certificate" means a Certificate issued to an Administrator that may only be used to perform CA or RA functions.

"Affiliated Individuals" shall mean a natural person that is related to a given entity (i) as an officer, director, employee, partner, contractor, intern, or other person within the entity, (ii) as a member of a VeriSign registered community of interest, or (iii) as a person maintaining a relationship with the entity where the entity has business or other records providing appropriate assurances of the identity of such person.

"CA" shall mean an entity authorized to issue, manage, revoke, and renew Certificates in the VTN.

"Certificate" means a message that, at least, states a name or identifies the CA, identifies the Subscriber, contains the Subscriber's public key, identifies the Certificate's Operational Period, contains a Certificate serial number, and is digitally signed by the CA.

"CPS" shall mean the VeriSign Certification Practice Statement, as amended from time to time, which may be accessed at <http://www.verisign.com/repository/CPS/>.

"Erroneous Issuance" shall mean (a) issuance of a Certificate in a manner not materially in accordance with the procedures required by the CPS, the Handbook, or the RA Requirements; (b) issuance of a Certificate to an entity other than the one named as the subject of the Certificate; or (c) issuance of a Certificate without the authorization of the entity named as the subject of such Certificate.

"Handbook" shall mean the VeriSign Managed PKI for SSL Administrator's Handbook, as amended from time to time, which may be accessed at <http://www.verisign.com/products/onsite/docs/index.html> and which sets forth the operational requirements and practices for RAAs.

"Impersonation" shall mean requesting and being issued a Certificate based on false or falsified information relating to naming or identity.

"Intellectual Property Rights" means all rights under one or more of the following: copyright, patent, trade secret, trademark, and any other intellectual property rights as defined in Section 8.1.

"Organization" shall mean the Organization named in RA's Registration Authority Application and any other application named hereunder.

"Public Key Infrastructure" ("PKI") means the architecture, organization, techniques, practices and procedures that collectively support the implementation and operation of a Certificate-based public key cryptographic system. The VTN PKI consists of systems that collaborate to provide and implement the VTN.

"RA" or "Registration Authority" shall mean an individual and/or entity approved by a CA to assist Certificate Applicants in applying for Certificates, and to approve or reject Certificate Applications, revoke Certificates, or renew Certificates

"RAA" shall mean Registration Authority Administrator(s) appointed in accordance with Section 6.

"RAA Certificate" shall mean a Class 3 RAA Administrator Certificate.

"RAA Certificate Application" shall have the meaning set forth in Section 3.2.

"RA Requirements" shall mean the summary of CPS control and security requirements applicable to Registration Authorities, which is appended to and included in the Handbook.

"Relying Party" means an individual or organization that acts in reliance on a certificate and/or a digital signature.

"Service(s)" means any of the Services provided by VeriSign pursuant to the Agreement

"Software" means all VeriSign software licensed to Customer under this Agreement and provided under Section 6

"Subject" means the holder of a private key corresponding to a public key. The term "Subject" can, in the case of an organizational Certificate, refer to the equipment or device that holds a private key. A Subject is assigned an unambiguous name, which is bound to the public key contained in the Subject's Certificate.

"Subscriber" means, in the case of an individual Certificate, a person who is the Subject of, and has been issued, a Certificate. In the case of an organizational Certificate, an organization that owns the equipment or device that is the Subject of, and that has been issued, a Certificate. A Subscriber is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the Certificate.

"Subscriber Agreement" is the agreement executed between a Subscriber and a CA or RA relating to the provision of designated Certificate related Services and governing the Subscriber's rights and obligations relating to the Certificate.

"Trusted "Person" means an employee, contractor or consultant of an entity within the VTN responsible for managing infrastructural trustworthiness of the entity, its products, its services, its facilities and/or its practices.

"VTN" shall mean the VeriSign Trust NetworkSM, a global public key infrastructure that provides digital certificates for both wired and wireless applications.

2. Managed PKI Administrator's Handbook and RA Requirements. The RA agrees to comply with the requirements of an RA as set forth in the Managed PKI Administrator's Handbook, as periodically amended. VeriSign shall send e-mail notice to RA of any amendments, but shall have no obligation to confirm receipt of any such notice. The Managed PKI Administrator's Handbook can be found at:
<http://www.verisign.com/rsc/doc/customer/Admin.pdf>

3. VeriSign's Obligations.

3.1 Appointment. VeriSign appoints RA as a Registration Authority for the express purpose of issuing, managing and revoking Certificates per this Agreement.

3.2 RAA Certificates. Upon approval of the Certificate Application(s) of the RAA(s), VeriSign shall issue an RAA Certificate to each such RAA. Such RAA Certificate(s) shall be valid for a period of twelve (12) months from the date of issuance.

3.3 Certificate Issuance. Upon Company's approval of a Certificate Application, VeriSign: (i) shall be entitled to rely upon the correctness of the information in each such approved Certificate Application, (ii) shall issue a Certificate to the Certificate Applicant submitting such Certificate Application in accordance with RA's instructions and VeriSign's Certification Practice Statement ("CPS") then currently in effect, published at <https://www.verisign.com/repository/CPS>.

4. RA's Duties as a Registration Authority.

4.1 Appointments. RA shall appoint one or more authorized RA employees as Registration Authority Administrator(s) ("RAA"). Specifically, RA hereby appoints the Person(s) listed below as RAA(s). Such RAA(s) shall be entitled to appoint additional RAAs on RA's behalf. RA also appoints the person named below as project manager to assist in the installation and set-up of the Software.

4.2 Registration Authority Requirements. RA agrees to comply with the Registration Authority requirements stated in the Managed PKI Administrator's Handbook as periodically amended, including without limitation requirements for validating the information in Certificate Applications, approving or rejecting such Certificate Applications, using hardware and software designated by VeriSign, and revoking Certificates. RA shall approve a Certificate Application only if the Certificate Applicant is an Affiliated Individual. If a Subscriber that has been issued a Certificate by RA ceases to be affiliated with RA as an Affiliated Individual, RA shall promptly request revocation of such Subscriber's Certificate. If an RAA ceases to have the authority to act as RAA on behalf of RA, RA shall promptly request revocation of the RAA Certificate of such RAA.

4.3 Manner of Performance. RA shall perform the tasks in this Section 4 in a competent, professional, and workmanlike manner.

4.4 RA Employee Subscribers. RA shall cause Subscribers receiving Certificates hereunder to abide by the terms of the Subscriber Agreement a copy of which can be located in the Managed PKI Administrator's Handbook. This Subscriber Agreement is also

available in the enrollment process in the form of a "click-through" agreement and must be accepted before the enrollment is complete.

4.5 Additional RA Obligations. No information provided by RA (including RA's email address) infringes the intellectual property rights of any third party; the Certificate Application information provided by RA (including RAA's e-mail address) has not been and will not be used for any unlawful purpose; RA has been (since the time of its creation) and will remain the only entity possessing RA's private key and no unauthorized person or entity has had or will have access to RA's private key; RA has been (since the time of its creation) and will remain the only entity possessing any challenge phrase, PIN, software, or hardware mechanism protecting RA's private key and no other person or entity has had or will have access to RA's private key; RA is using its Certificate as a Registration Authority and not as a Certification Authority; each digital signature created using RA's private key is RA's digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created; RA will not monitor, interfere with, or reverse engineer the technical implementation of the VTN, except with the prior written approval from VeriSign; and Customer shall not otherwise compromise the security of the VTN. RAA also agrees to access VeriSign's web site at least once per month, either to request revocation of Certificates or to confirm to VeriSign that no revocation requests have been submitted to VeriSign in such month.

4.6 Insurance Coverage. RA shall, at its own expense, maintain standard errors and omissions insurance in an amount that is commercially reasonable. Upon VeriSign's request, RA shall furnish proof of such insurance to VeriSign.

5. Fees and Payment Terms. RA shall pay VeriSign the then current applicable fees determined by VeriSign corresponding to RA's selected volume of Certificates. RA shall pay any and all applicable value added or sales taxes or similar charges (except for taxes based on VeriSign's income) relating to the products and services provided under this Agreement or to payments made by RA hereunder. All applicable fees are due immediately upon receipt by RA of an invoice from VeriSign and are non-refundable. Payment of all applicable fees is a prerequisite to the renewal of the Term of this Agreement. All payments under this Agreement will be made in U.S. dollars. All sums due and payable under this Agreement that remain unpaid after thirty (30) days from the date on which RA receives the corresponding invoice from VeriSign will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less.

6. Go Secure! Software.

6.1 License. VeriSign grants to RA a non-exclusive, non-transferable license to use the Go Secure! Software received from VeriSign on computers or network servers under RA's control that are used in connection with obtaining the Services. Customer may make a copy of the Software for archival or backup purposes. Customer may use the Software concurrently on multiple servers, provided that all of such servers are being used solely to support the enrollment for and use of Certificates under this Agreement by up to five hundred (500) Subscribers.

6.2 Local Hosting HTML Source Code. VeriSign grants to RA a non-exclusive, non-transferable license to copy for RA's use, display, modify, and make derivative works of the Local Hosting Module HTML source code Software (the "HTML Source Code") for use as RA's web pages viewable by RA's Certificate Applicants and Subscribers.

6.3 Restrictions on the License. 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 (other than the HTML Source Code). Except as permitted in Section 6.2, 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 that Customer is required to "click-on" or "click-through" in order to download or obtain any such Software, or any license accompanying the package in which the Software is delivered to RA.

6.4 Installation Services. 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.

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. RA acknowledges that the Software's source code (other than the HTML Source Code) constitutes Confidential Information.

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.

7.3 Disclosure Required by Law. Notwithstanding the foregoing, a party may disclose the Confidential Information of the other party to the extent required by the order or requirement of a court, administrative agency or other governmental body if the party to disclose the other party's Confidential Information does the following: (a) gives written notice of the intended disclosure to the other party at least ten (10) days in advance of the date of disclosure or if ten (10) days is not feasible then as much notice as is possible under the circumstances; (b) upon request of the other party and at the requesting party's expense, the party to disclose the Confidential Information redacts portions of the Confidential Information to be disclosed to the extent permitted by applicable law; and (c) at the request and expense of the party whose Confidential Information is to be disclosed, submits a request to the court, administrative agency or governmental body that any

portions of the Confidential Information that are identified by the other party receive confidential treatment to the fullest extent permitted under applicable law.

7.4 Privacy. RA agrees that VeriSign may place in RA's Certificate certain information that RA provides for inclusion in its Certificate. In the case of individual Certificates, this information may include e-mail address and the name that RA gives VeriSign to include in the Certificate. RA also agrees that VeriSign may publish any Certificate issued under this Agreement and information about its status in VeriSign's repository of Certificate information and make this information available to other repositories.

8. Intellectual Property

8.1 Intellectual Property Rights. RA acknowledges that VeriSign, its vendors, and/or its licensors retain all Intellectual Property Rights in and to the patents, copyrights, trade marks, service marks, trade secrets, ideas, concepts, techniques, inventions, processes, or works of authorship comprising or embodied in 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 RA's use (collectively, the "Service Components"). The Service Components do not include RA's browser software or RA's base hardware platform. RA acknowledges that no title to the Service Components is transferred to it under this Agreement, and that it does not obtain any rights, express or implied, in the Service Components, other than the rights that are expressly granted to RA in this Agreement. RA may not reverse engineer, disassemble or decompile the Service Components or make any other attempt to obtain the source code to the Service Components. To the extent RA creates any Derivative Work of any of the Service Components, such derivative work shall be owned by VeriSign and all right, title and interest in and to such Derivative Work shall vest in VeriSign. To the extent RA acquires any right to the Service Components or Derivative Works of the Service Components, RA hereby assigns to VeriSign all right, title and interest in and to such Service Components and Derivative Works of Service Components. RA agrees to execute any assignment agreements or instruments as VeriSign may request to vest in VeriSign all such ownership rights.

8.2 Proprietary Markings, Trademarks, Service Marks, Trade Names and Product Names. RA shall not remove or destroy any trademark, copyright, patent or any other intellectual property notices on any VeriSign materials, documentation or Service Components. Neither party shall acquire any rights of any kind in the other party's trademarks, service marks, trade names, or product names.

9. Warranties.

9.1 VeriSign's Limited Warranties. VeriSign warrants to RA that (a) there are no errors introduced by VeriSign in RA's Certificate information and the Certificates issued by RA as a result of VeriSign's failure to use reasonable care in creating the Certificate, (b) RA's Certificate complies in all material respects to the VeriSign CPS, and (c) VeriSign's revocation services and use of a repository conform to the CPS in all material aspects.

9.2 Software Warranty. VeriSign warrants that the Software will perform substantially in accordance with VeriSign's published specifications for the Software for a period of ninety (90) days from the date RA acquires the Software. RA's exclusive remedy, and VeriSign's sole liability in tort, contract, or otherwise, for any breach of the warranty in this Section 9.2 shall be, in VeriSign's sole discretion: (i) to repair or replace the Software or (ii) to refund the Service Fee. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

9.3 RA's Warranties. RA warrants to VeriSign and anyone who relies on RA's Certificates that: (a) all information material to the issuance of a Certificate and validated by RA is true and correct; (b) RA's approval of Certificate Applications will not result in an Erroneous Issuance, including but not limited to an Erroneous Issuance resulting from Impersonation; (c) RA has substantially complied with the Managed PKI Administrator's Handbook; (d) RA shall bear exclusive responsibility and liability to any and persons for the validation of all Certificate Applications that it approves and for the conduct of RAAs.

9.4 DISCLAIMER OF WARRANTIES. VERISIGN MAKES NO WARRANTIES, EXCEPT AS SET FORTH ABOVE AT SECTION 9.1 OF THIS AGREEMENT, AND THAT ALL OF VERISIGN'S PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS, EXCEPT AS PROVIDED ABOVE AT SECTION 9.1 OF THIS AGREEMENT. EXCEPT FOR THE WARRANTIES SET FORTH AT SECTION 9.1 OF THIS AGREEMENT, VERISIGN HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VERISIGN DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREUNDER WILL MEET RA'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY OR ERROR FREE. TO THE EXTENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

10. LIMITATION OF LIABILITY. THIS SECTION 10 APPLIES TO LIABILITY ARISING UNDER CONTRACT (INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY), TORT AND ANY OTHER LEGAL OR EQUITABLE FORM OF CLAIM. IF RA INITIATES ANY CLAIM, ACTION, SUIT, ARBITRATION OR OTHER PROCEEDING RELATING TO SERVICES PROVIDED UNDER THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, VERISIGN'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY RA OR ANY THIRD PARTY FOR ANY USE OR RELIANCE ON A SPECIFIC CERTIFICATE SHALL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY COMPANY TO VERISIGN FOR THE SERVICE(S) PROVIDED HEREUNDER. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (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, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF THIS AGREEMENT, THE VERISIGN SERVICES, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT.

11. Indemnity. Subject to Section 9.4, 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 the Managed PKI Administrator's Handbook; 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"). RA, as an Indemnifying Party, shall indemnify the VeriSign Indemnified Parties and hold them harmless from and against any losses, costs, damages, and fees (including attorneys' fees) incurred by the VeriSign Indemnified Parties in connection with any breach of the Subscriber Agreement by a Subscriber receiving a Certificate hereunder. 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.

12. Term and Termination.

12.1 Term. This Agreement will be in effect for one (1) year starting on the Effective Date (the "Initial Term"). This Agreement may be renewed for additional one (1) year terms (each a "Renewal Term") upon payment by RA to VeriSign of the then applicable current fees determined by VeriSign prior to the expiration of the Initial Term or then current Renewal Term, unless either party gives the other party at least thirty (30) days' notice of termination before the expiration of the then current Term. Notwithstanding the foregoing, VeriSign expressly reserves the right to amend the terms of this Agreement for any Renewal Term by providing notice in the form of a written amendment or new Agreement at least thirty (30) days prior to expiration of the then current Term.

12.2 Termination. 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; (b) by either party immediately upon any assignment for the benefit of the other party's creditors, or upon the other party's dissolution or ceasing to do business; (c) immediately by VeriSign in the event Customer compromises the security of VeriSign's certification services or other systems RA or (d) in the event of a breach of this Agreement by a party, other than a breach by Customer that compromises the security of VeriSign's certification services or other system, upon thirty (30) days' advance written notice by the non-breaching party if the breaching party fails to cure such breach within the thirty (30) day notice period. This Agreement may be terminated by RA, if VeriSign amends the Managed PKI Administrator's Handbook, and if the RA believes in good faith that such amendment materially deprives it of the benefit of this Agreement.

13. 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 in writing or using a digitally signed messages consistent with the requirements of this agreement (verifiable by a Class 2 or higher VeriSign Certificate), Written notices must be delivered by a courier service that confirms delivery in writing or via certified or registered mail, postage prepaid, return receipt requested, if to RA addressed to the representative of RA at the address below or if to VeriSign at: Managed PKI Support, VeriSign, Inc., 487 East Middlefield Road, Mountain View, CA 94043 with a copy addressed to Attention: General Counsel at the same address. RA shall immediately advise VeriSign of any legal notice served on RA that might affect VeriSign.

14. Independent Relationship. RA, the RAA(s), and RA'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.

15. Publicity. Neither party may use or refer to the other party's name, service marks, trademarks, or trade names in any advertisement, public announcement, or otherwise without the express written consent of an authorized representative of the other party.

16. Miscellaneous.

16.1 Entire Agreement; Amendment; Assignment. This Agreement and the Managed PKI Administrator's Handbook constitute the entire agreement between the parties and supersede 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 RA, VeriSign, and their respective successors and assigns, provided that RA shall not assign, sublicense, encumber, or otherwise transfer this Agreement or any right or obligation hereunder without VeriSign's prior consent. Any such consent by VeriSign shall be in the form of a communication made pursuant to Section 13.

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 Export Law Compliance. RA agrees that it will not import, export, or re-export, directly or indirectly, any commodity, including any Certificate, or software to any country in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, but is not limited to, the export regulations of the United States of America. Specifically, RA shall not download or otherwise export or re-export any commodity or software (a) into any of the following countries or to nationals or residents of any of the following countries: Cuba, Iran, Iraq, Libya, Sudan, North Korea, Syria, Taliban-controlled areas of Afghanistan or any other country where use or exporting of such software is prohibited under United States export laws or regulations ("Restricted Countries"); (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Denial Orders. RA represents and warrants that it is not located in, under the control of, or a national or resident of any of the Restricted Countries.

16.4. Governing Law. RA and VeriSign agree that 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 State of California, United States of America, excluding its conflict of laws rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

16.5. Dispute Resolution. To the extent permitted by law, before RA may invoke any dispute resolution mechanism with respect to a dispute involving any aspect of this Agreement, RA shall notify VeriSign, and any other party to the dispute for the purpose of seeking dispute resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may 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 to enforce any provision of this Agreement or arising in connection with this Agreement shall be brought in the United States District Court for the Northern District of California or the Superior or Municipal Court in and for the County of Santa Clara, California, U.S.A. The parties agree that such courts shall have exclusive in personam jurisdiction and venue 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 New York or San Francisco, U.S.A., 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 name, proprietary information, trade secret, know-how, or, or any other intellectual property rights.

16.6 Force Majeure. Except for payment and indemnity obligations hereunder, neither party shall be deemed in breach of this Agreement for any interruption or delay in the performance of its obligations under this Agreement due to forces beyond its control, including without limitation earthquakes, fires, floods, natural disasters, armed conflicts or terrorist actions (a "Force Majeure Event"), provided that the party whose performance is interrupted or delayed (the "Affected Party") give the other party (the "Unaffected Party") prompt written notice of the Force Majeure Event. In the event the Affected Party's performance of its obligations is delayed by more than thirty (30) days or is interrupted for a period greater than thirty (30) days as a result of the Force Majeure Event the Unaffected Party may immediately terminate this Agreement by providing a written notice of termination to the Affected Party.

16.7. Survival. The provisions of Sections 1, 2, 5 (with respect to fees incurred as of the effective date of termination), 7, 8, 12.2, and 13 shall survive the termination or expiration of this Agreement.

16.8 Approval; Authorization. This Agreement shall not be effective until VeriSign approves LRA's Local Registration Authority application. RA warrants and represents that the representative executing this Agreement on its behalf has been duly authorized to do so by LRA.

ACCEPTED AND AGREED TO:

RAAs APPOINTED BY RA:

LRA: _____

1. First RAA (required)

—
(Name of company or entity)

Name: _____

Address:

Title: _____

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