SSL Certificates Reseller Agreement

1. **DEFINITIONS**

   o 1.1. "Certificate End Users" mean persons who purchase Certificate Services from Customer or Certificate Resellers per this Agreement.

   o 1.2. "Certificate Order Process" means the process of accessing the Geotrust APIs supplied by Register.com to enable the sale of Certificate Services to Certificate End Users.

   o 1.3. "Certificate Resellers" mean Customer's resellers who agree to sell Certificate Services to Certificate End Users per this Agreement.

   o 1.4. "Certificate Services" mean the QuickSSL^{TM}, QuickSSL Premium^{TM}, TrueBusinessID® and TrueBusinessID® Wildcard site services listed on Schedule A to this Agreement and such other digital certificate services as offered by Register.com.

   o 1.5. "Customer's Web Site(s)" mean the Web sites on which Customer will offer Certificate Services for sale.

   o 1.6 "Licensed Software" means software and APIs provided by Register.com for the Certificate Order Process.

   o 1.7. "Referred User" means Certificate Resellers and Certificate End Users collectively.

   o 1.8. "Senior Management" means persons designated by Customer as the senior management of the company.

   o 1.9. "Site Services Reseller Agreement" means this Agreement, located athttp://www.rcomexpress.com/help/rx_certsagreement.asp.

   o 1.10. "Subscriber Agreements" mean, in the case of QuickSSL^{TM,} QuickSSL Premium^{TM} , TrueBusinessID®, TrueBusinessID® Wildcard and TrueBusinessID® with EV, the Subscriber Agreement, located at **http://www.geotrust.com/resources/cps/pdfs/gt_ssl_SA_v.2.0.pdf** as amended from time to time.

2. **SCOPE OF SERVICES**

   o **2.1. Services Provided by Register.com.**

   Register.com shall distribute the Certificate Services, for the fees set forth in Schedule A, to Customer for resale to Certificate End Users or to other Certificate Resellers.

- **2.2. Sublicense.**

  Register.com grants to Customer a license to market, sell, resell and distribute the Certificate Services to direct or indirect end users of Customer's services according to the terms of this Agreement. In marketing, reselling or distributing the Certificate Services, Customer (a) will not make any representations to Certificate End Users concerning the Certificate Services that are inconsistent with this Agreement or the terms or conditions of the Subscriber Agreement between GeoTrust and each Certificate End User that subscribes to the Certificate Services; and (b) will comply with all applicable laws and regulations.

- **2.3. Limitations on Use.**

  Customer will not (a) make the Certificate Services available to any third party who is not a Certificate End User or prospective Certificate End User, (b) use or duplicate the Certificate Services except as permitted by this Agreement; for example, Customer may use Certificate Services only for the intended use such as applying SSL certificates to 1 server instead of using the same certificate on multiple servers, or (c) cause or permit the reverse engineering, disassembly, or decompilation of the Certificate Services.

- **2.4. Application Programming Interface ("API") Integration and Subscriber Agreement.**

  Customer shall complete the integration of the Certificate Order Process within Customer's Web Site within sixty (60) days of execution of this Agreement. Customer and Customer Resellers shall be able to purchase, renew, and manage the Certificate Services through the Certificate Order Process. Prior to processing any orders for Certificate Services, Customer Resellers must agree to be bound by the terms of this Agreement (i.e., the Site Services Reseller Agreement). Prior to receiving Certificate Services, Certificate End Users must agree to be bound by the applicable Subscriber Agreement. Register.com shall not provide Certificate Services to any Certificate End User who has not agreed to a Subscriber Agreement.

- **2.5. Referred User Support.**

  Customer shall be responsible for any actions it takes on behalf of Certificate Resellers and for all initial customer support of Certificate Resellers with respect to the Certificate Services. Customer shall provide support to Certificate Resellers and Certificate End Users during the Term through email and telephone, 365 days per year, to handle inquiries from Certificate Resellers and Certificate End Users regarding the Certificate Services. In addition, all support must be provided within twelve hours of a Referred User's request and an escalation path must be established for problems that cannot be solved

through standard procedures and/or channels. Customer shall attempt to resolve all Referred User problems before contacting Register.com with requests for assistance and only Senior Managers of Customer may contact Register.com with requests for assistance. Register.com shall have the right to terminate this Agreement if Customer fails to provide adequate Referred User support, as determined by Register.com in its reasonable discretion.

- **2.6. Customer Support.**

  Subject to Section 2.3, Register.com shall provide reasonable support to Customer, Certificate Resellers and Certificate Services End Users (excluding Certificate Services billing support) during the Term during normal business hours (8am to 5pm ET within the United States Monday through Friday) to handle inquiries from Customer regarding the Certificate Services.

3. **FEES AND PAYMENTS**

   - **3.1. Monthly Fees.**

     Customer shall pay Register.com the fees set forth in Schedule A. Customer shall pre-pay for all Services by depositing an amount mutually agreed upon by the Parties with Register.com (the "Deposit Amount"). Customer acknowledges and agrees that the fees for the Services will be debited from the Deposit Amount on a regular basis. Customer may pay the Deposit Amount by credit card using Domain Manager or by sending a check or wire payment to Register.com. Check payments should be mailed to: Register.com, Inc.; General Post Office; P.O. Box 27335; New York, NY 10087-7335. Customer acknowledges that any check or wire payment will require a manual processing period of up to ten (10) days before such funds will be available in the Deposit Amount. Customer acknowledges that orders for Services will not be processed if the fees for the Services exceed the amount of the Deposit Amount. Customer acknowledges it is Customer's obligation to monitor the Deposit Amount and replenish the Deposit Amount accordingly. Within ninety (90) days following the termination of this Agreement, any funds in the Deposit Amount in excess of the amounts owed will be returned to Customer.

   - **3.2. Reasonable Assurance of Payment.**

     In the event that payment is not received under the terms of Section 3.1, Register.com reserves the right to apply any and all unpaid commissions to the outstanding balance fifteen (15) days after the Due Date, as well as terminate this Agreement if said balance is not satisfied within fifteen (15) days after the Due Date.

   - **3.3. User Billing and Collection.**

     Customer shall be solely responsible for processing all billing for

Certificate Services for Certificate End Users and for any collection efforts relating thereto. Customer shall accept sole liability for any fraud, chargebacks or nonpayment by Certificate End Users.

- **3.4. Audit Rights.**

  Customer agrees to make and to maintain until the expiration of two (2) years after the year to which such records pertain, sufficient books, records and accounts relating to all payments to be made pursuant to this Agreement. Register.com will have the right, exercisable not more than twice every twelve (12) months, to appoint an independent certified public accountant, at its own expense, to inspect upon reasonable notice and during normal business hours, Customer's relevant records to verify the accuracy of payments made under the terms of this Agreement. If any such examination discloses a shortfall, Customer shall reimburse Register.com for the full amount of such shortfall. If there is a shortfall of more than five percent (5%) in the payments due hereunder, Customer shall also pay the reasonable costs of such audit.

4. **TERM AND TERMINATION**

   - **4.1. Term.**

     The term of this Agreement shall commence as of the date of execution hereof and shall continue for a period of two (2) years (the "Term") from the date that Customer sells its first Certificate Service (the "Launch Date") or until terminated as provided in Sections 2.3, 3.2, 4.1, or 4.2. The Term shall be extended for additional, consecutive one (1) year periods, unless either party gives the other written notice of termination at least sixty (60) days prior to the expiration of the then current term.

   - **4.2. Termination.**

     Either party may terminate this Agreement if the other party materially breaches its obligations hereunder and such breach remains uncured for thirty (30) days following written notice of the breach given to the breaching party.

   - **4.3. Effect of Termination.**

     In the event of termination of this Agreement for any reason, all terms of this Agreement, which by their nature extend beyond its termination shall remain in effect until fulfilled, and apply to respective successors and assigns. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

5. **CERTIFICATE SERVICES ADVERTISING**

- **5.1. Promotion and Marketing.**

  Customer will advertise Register.com as the default premium Certificate Services provider on Customer's Web Sites.

6. **USE OF MARKS AND OWNERSHIP**

   - **6.1. User Information.**

     Subject to the limitations stated in this Agreement, Register.com and Customer shall jointly own all rights in the Certificate End User information supplied during the Certificate Service application process and collected by the parties during the Term, and shall have the right to make any legal use of such information. The parties shall comply with the terms of their respective privacy policies regarding information collected in connection with this Agreement.

   - **6.2. Use of Service Marks.**

     Register.com hereby grants to Customer and Customer accepts a limited, non-exclusive, revocable, non-transferable, non-sublicensable right during the Term to use, display, transmit, distribute and reproduce the QuickSSL^{TM}, QuickSSL Premium^{TM}, TrueBusinessID® and Register.com® trademark(s) (collectively, the "Service Marks"), on Customer's Websites solely for the purpose of labeling, and providing information about, the Certificate Services. Customer acknowledges it does not own the Service Marks.

7. **NON-SOLICITATION**

   - **7.1.** Customer shall not solicit any Certificate Resellers or Certificate End Users that have established an account with Register.com pursuant to this Agreement to switch to a different digital certificate service provider for a period of twelve (12) months after expiration of this Agreement.

8. **CONFIDENTIALITY**

   - **8.1. Non-Disclosure.**

     The parties agree and acknowledge that, as a result of negotiating, entering into and performing this Agreement, each party has and will have access to certain of the other party's Confidential Information (as defined below). Each party also understands and agrees that misuse and/or disclosure of that information could adversely affect the other party's business. Accordingly, the parties agree that, during the Term of this Agreement and for a period of three (3) years thereafter, each party shall (a) use and reproduce the other party's Confidential Information only for the purposes of this Agreement and only to the extent necessary for such purpose; (b) restrict disclosure of the other party's Confidential Information to its employees, consultants or

independent contractors with a need to know and (c) not disclose the other party's Confidential Information to any third party without prior written approval of the other party. Notwithstanding the foregoing, it shall not be a breach of this Agreement for either party to disclose Confidential Information of the third party if required to do so under law or in a judicial or other governmental investigation or proceeding, provided the other party has been given prior notice and the disclosing party has sought all reasonably available safeguards against widespread dissemination prior to such disclosure.

- **8.2.** Confidential Information Defined. As used in this Agreement, the term "Confidential Information" refers to:
    i. the terms and conditions of this Agreement;
    ii. each party's trade secrets, current or future business plans, strategies, opportunities, methods and/or practices; and
    iii. other information relating to either party that is not generally known to the public, including information about either party's personnel, customers, designs, protocols, know-how, processes, costs, prices, finances and research and development. Each party agrees that the Referred User data collected and aggregated by the other party is Confidential Information of such other party. In addition, each party agrees that all processes and protocols provided by the other party hereunder are Confidential Information of such other party. It is further understood and agreed that for purposes of this Agreement, "Confidential Information" shall include the Licensed Software, all modifications, enhancements, upgrades and improvements thereto and all specifications, programs, source code, object code, documentation, diagrams and other materials of any type whatsoever (tangible or intangible and machine readable or human readable) contained or revealed in any of the foregoing. Notwithstanding the foregoing, the term "Confidential Information" specifically excludes (a) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of the other party; (b) information that is known to either party without restriction, prior to receipt from the other party under this Agreement, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (c) information that either party receives from any third party reasonably known by such receiving party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (d) information independently developed by either party's employees or agents provided that either party can show that those same employees or agents had no access to the Confidential Information received hereunder.

9. **FORCE MAJEURE**

   o **9.1.** In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the party invoking the provision, the affected party's performance (except for any payment obligations) shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

10. **ADDITIONAL REPRESENTATIONS AND WARRANTIES**

   o **10.1.** Except as expressly authorized by this Agreement, Customer shall not make any representations or warranties regarding the Certificate Services. Each party represents and warrants that it has the right to enter into this Agreement, to grant the rights granted hereunder and that its entry into this Agreement does not and will not violate its obligations to any third party. In addition, each party represents and warrants that its signatory to this Agreement is duly authorized to bind it and that, upon execution by both parties, this Agreement shall be valid and binding upon it. Customer further represents and warrants that if it acts as an agent on behalf of Customer Resellers, it is duly authorized to do so.

11. **LIMITATION OF LIABILITY**

   o **11.1.** EXCEPT AS EXPRESSLY WARRANTED HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ITS WEB SITE(S), THE RELIABILITY, SECURITY, CONTINUATION OR SUCCESS THEREOF, THE MATERIALS CONTAINED THEREIN, THE SERVERS USED OR THE GOODS OR SERVICES OFFERED BY EITHER PARTY AND EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

   o **11.2.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE OR THAT PARTY HAS BEEN ADVISED OR HAS CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM SUCH PARTY'S PERFORMANCE OR NON-PERFORMANCE PURSUANT TO ANY PROVISION OF THIS AGREEMENT OR THE OPERATION OF SUCH PARTY'S SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. IN

NO EVENT SHALL EITHER PARTY BE LIABLE FOR DAMAGES IN EXCESS OF THE AMOUNT PAYABLE TO REGISTER.COM UNDER THIS AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, HOWEVER, THIS SECTION SHALL NOT LIMIT EITHER PARTY'S LIABILITY TO THE OTHER FOR (A) WILLFUL AND MALICIOUS MISCONDUCT; (B) INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS HEREUNDER.

12. **INDEMNITY**

- **12.1.** Indemnification. Each party (the "Indemnifying Party") shall, at its own expense, indemnify, defend and hold the other party and its directors, officers, employees, representatives, subsidiaries and affiliates, harmless against any third party claims, suits, actions or proceedings based on or arising from the Indemnifying Party's: breach of the terms of this Agreement; violation of a third party's intellectual property or other legal rights; violation of any law; or breach of a representation or warranty hereunder.

- **12.2.** Settlement. Neither party shall, without prior written consent of the other party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, against the indemnified party.

13. **NOTIFICATION**

- **13.1.** Any notice required to be given hereunder shall be given in writing and delivered personally or by Federal Express or other recognized overnight delivery service to each of the parties at their respective addresses herein above set forth or at such other addresses as any party may hereafter notify the other of in such manner.

- **13.2.** To Register.com:
  Register.com
  575 8th Avenue, 11th Floor
  New York, NY 10018
  Attn: Roni Jacobson, Esq., General Counsel

- **13.3.** To Customer:
  As listed on first page.

14. **RELATIONSHIP OF THE PARTIES**

- **14.1.** Except as a party may be specifically authorized in writing by the other, nothing herein contained shall be construed as authorizing a party to bind the other in any way nor as constituting a party an agent or representative of the other.

15. **TAXES**

- **15.1.** Each party shall be responsible for and pay its own import duties, levies or imposts, value added, sales taxes, use taxes and any other taxes imposed by any jurisdiction as a result of (a) entry into this Agreement (b) the performance of any of the provisions of this Agreement or (c) the transfer of any property, rights or any other grant hereunder.

16. **GOVERNING LAW**

- **16.1.** This Agreement shall be governed by the laws of the State of New York, USA, without regard to its conflicts of laws rules, and both Customer and Register.com consent to the exclusive jurisdiction and venue in any and all disputes hereunder in the state or federal courts of New York County, New York.

17. **ASSIGNMENT**

- **17.1.** Neither party may assign this Agreement, or any of its rights, interests or obligations, hereunder, without the prior written approval of the other party, which approval shall not be unreasonably withheld, provided however that either party shall have the right to assign its rights and obligations hereunder without consent of the other party to a party which acquires the assignor by merger or sale, or which acquires all or substantially of the assignor's stock or assets or which controls, is controlled by, or is under the common control with the assignor. All of the terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

18. **NO WAIVER; COUNTERPARTS; ACCEPTANCE BY FAX**

- **18.1.** The failure of a party to exercise a right under this Agreement shall in no way constitute a waiver of such right. This Agreement may be signed in counterparts, which together shall constitute a binding Agreement. This Agreement may be accepted by facsimile.

19. **ENTIRETY**

- **19.1.** This Agreement shall not be effective until signed by both parties. This Agreement constitutes the entire Agreement between the parties with respect to the Certificate Services and all other subject matter hereof and supersedes all prior communications. This Agreement shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed on behalf of Register.com and Customer by their respective duly authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

SCHEDULE A - Services and Pricing

Fee Schedule for Digital Certificates:

Registrations and Renewals Fee/year

Rapid SSL™	$34.95
Quick SSL™	$160.00
QuickSSL Premium™	$220.00
TrueBusinessID™	$290.00
TrueBusinessID Wildcard	
EV Certificate	$699.00