IDENTRUST SECURED TLS SEAL AGREEMENT)

IN ORDER FOR YOU TO USE THE SEAL (AS DEFINED BELOW) AND THE SEAL CODE (AS DEFINED BELOW), YOU MUST AGREE TO THIS IDENTRUST SECURED TLS SEAL AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS IDENTRUST SECURED TLS SEAL AGREEMENT , THEN YOU ARE NOT AUTHORIZED TO USE THE SEAL OR THE SEAL CODE.

This IdenTrust Secured TLS Seal Agreement ("Agreement") is entered by and between IdenTrust (as defined below) and You (as defined below) and governs any use by You of the Seal and the Seal Code.

1. **DEFINITIONS.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Glossary in Schedule A (attached) to this Agreement.

2. **YOU.** "You" and "Your" as used in this Agreement refers to you, a natural person, and, if you are an employee, agent or other representative of another entity (e.g. corporation), then you represent and warrant that you, a natural person, have the right, power and authority to enter this Agreement on behalf of such entity, bind such entity to this Agreement, and that such entity has the right, power and authority to enter into this Agreement and fulfill its duties and obligations under this Agreement.

3. **AMENDMENT.** You agree that this Agreement and the Certificate Policy can be amended from time to time by IdenTrust, in its sole discretion. Any such modifications shall be effective immediately upon a revised version of the applicable document being posted by IdenTrust to the Repository. If You use the Seal or the Seal Code after such a posting, You shall be deemed to have accepted the most recent versions of the Agreement and the Certificate Policy posted on the Repository and be bound thereunder. You are responsible for periodically checking the Repository for the latest version of the Agreement and the Certificate Policy.

4. **LICENSES.**

   4.1 Subject to the provisions of this Agreement, IdenTrust hereby grants to You for the duration of the term of this Agreement a limited, non-transferable, non-sublicensable, non-exclusive license to install and display the Seal on the Your Site for the purpose of identifying that You deploy the IdenTrust Secured TLS Certificate for Your Site. All rights not granted by IdenTrust in the Seal hereunder are reserved by IdenTrust.

   4.2 Subject to the provisions of this Agreement, IdenTrust hereby grants to You for the duration of the term of this Agreement a limited, non-transferable, non-sublicensable, non-exclusive license to install and use the Seal Code on Your Site in order to provide users of Your Site click-through access to the IdenTrust Page. All rights not granted by IdenTrust in the Seal Code hereunder are reserved by IdenTrust.

5. **LICENSE RESTRICTIONS.** In exploiting the licenses set forth in Section 4 above, You shall not:

   (i) install or display the Seal without enabling the Seal Code so that users of Your Site can click on the Seal and be presented with the IdenTrust Page;

   (ii) limit, interfere with or restrict in any way the IdenTrust Page;

   (iii) install or use the Seal Code other than to enable click-through functionality for the Seal on Your Site to open the IdenTrust Page;

   (iv) revise, modify or otherwise change the Seal Code save as strictly necessary to realize compliance by You with the other terms of this Agreement;

   (v) display the Seal in any manner that may create the impression that IdenTrust owns, sponsors or endorses content of Your Site, that confuses the Seal with marks or branding of entities other than IdenTrust, that dilutes or diminishes the Seal, or that interferes with IdenTrust's rights in the Seal;

   (vi) use in any way the Seal or the Seal Code on any Website other than Your Site; or

   (vii) use the Seal or Seal Code on any Webserver other than a Webserver that:

(a) belongs to You and is located on the Internet at the same fully-qualified domain name as is set forth in the Seal Code provided to You by IdenTrust pursuant to this Agreement; and

(b) has installed on it an IdenTrust Secured TLS Certificate that is issued to You and such IdenTrust Secured TLS Certificate identifies in it the same fully-qualified domain name that is set forth in the Seal Code provided to You by IdenTrust pursuant to this Agreement.

6. **REPRESENTATIONS AND WARRANTIES.** You represent and warrant that:

(i) You have all necessary rights to information and materials which You provide IdenTrust in connection herewith, including but not limited to the domain name You provide to IdenTrust and which IdenTrust will include in the Seal Code as a result of You providing it, and that IdenTrust can use such information and materials for the purposes of this Agreement;

(ii) All information You provide IdenTrust in connection herewith is correct and accurate, including but not limited to the domain name You provide to IdenTrust and which IdenTrust will include in the Seal Code as a result of You providing it;

(iii) Upon receiving the Seal Code from IdenTrust, You will verify that the domain name You provided to IdenTrust in connection herewith is correctly and accurately included therein, and that if such domain name is not correctly and accurately included then You will not use the Seal Code and will immediately contact IdenTrust and request a correction;

(iv) You will comply with all the provisions of this Agreement when You use the Seal and Seal Code; and

(v) You represent and warrant that You are the Certificate Holder of a current, valid IdenTrust Secured TLS Certificate.

7. **CONFIDENTIALITY.** Any information You provide hereunder shall be governed by the terms regarding confidentiality of information provided in the Certificate Agreement for the IdenTrust Secured TLS Certificate in relation to which You have requested to obtain the Seal for use with; provided, however, You agree that the domain name You provide to IdenTrust in connection herewith shall not be deemed confidential information. Notwithstanding the foregoing provisions of this Section 7, in order to facilitate the purposes of this Agreement: (i) You agree that IdenTrust may access and use any information You provide in connection herewith or provided in connection with the Issuance of any IdenTrust Secured TLS Certificate that IdenTrust has issued to You, for the limited purposes of verifying the appropriateness of providing You the Seal and Seal Code and monitoring use by You of the Seal and Seal code; and (ii) You agree that in connection with the click-through functionality of the Seal and Seal Code when implemented, information consisting of the domain name of Your Site and the name and address of the entity (natural or otherwise) associated with that domain name shall be displayed to the public and that such information shall not be considered confidential information.

8. **INTELLECTUAL PROPERTY RIGHTS IN THE SEAL; NOTICE OF MISUSE.** You agree that the Seal and Seal Code (exclusive of the domain name You provide to IdenTrust and which is included in the Seal Code as a result of You providing it) are the property of IdenTrust and You obtain no interest or rights of any kind therein, including but not limited to any trademark rights or copyrights. You agree that all goodwill arising from use of the Seal accrues to and belongs to IdenTrust. You agree that You will not take any action, or support others doing so, to challenge the rights of IdenTrust in the Seal. If You become aware of any misuse of the Seal or infringement of IdenTrust's rights in the Seal, You agree to report such misuse or infringement to IdenTrust.

9. **TERM.** Unless earlier terminated as provided for herein, this Agreement shall be effective until the end of the Operational Period of the IdenTrust Secured TLS Certificate associated with the fully-qualified domain name set forth in the Seal Code, at which time this Agreement shall automatically terminate.

10. **TERMINATION.** This Agreement may be terminated by:

(i) IdenTrust, immediately and without notice, if You breach any of Your duties or obligations under this Agreement;

(ii) IdenTrust, immediately and without notice, if use of the Seal and Seal Code by You creates or results in excessive demands on any IdenTrust system or service, as determined by IdenTrust in its sole discretion; or

(iii) Either party for convenience upon notice to the other party.

11. **EFFECT OF TERMINATION.** Upon Termination, the licenses granted to You under this Agreement shall terminate immediately and You shall immediately uninstall and cease all use of the Seal and Seal Code. Section 8 and Section 12 through

and including Section 23 shall survive termination of this Agreement. You agree that IdenTrust will have no liability to You arising from termination of this Agreement by IdenTrust.

12. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**. THE SEAL, SEAL CODE AND ANY IDENTRUST PAGE ARE PROVIDED "AS-IS" AND IDENTRUST DISCLAIMS ANY AND ALL WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, CORRECTNESS OR ACCURACY OF INFORMATION PROVIDED, OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO ANY OF THE SEAL, SEAL CODE OR ANY IDENTRUST PAGE. IDENTRUST MAKES NO WARRANTY THAT ANY OF THE SEAL, THE SEAL CODE OR ANY IDENTRUST PAGE WILL MEET ANY EXPECTATIONS, OR THAT ANY FUNCTION OR AVAILABILITY THEREOF WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. IDENTRUST MAKES NO WARRANTY REGARDING THE CONTENT OF ANY WEBSITE OR SERVER USING AN IDENTRUST SECURED TLS CERTIFICATE.

IN NO EVENT SHALL IDENTRUST'S LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU ACTUALLY PAID IDENTRUST FOR IDENTRUST SECURED TLS CERTIFICATE ISSUED TO YOU AND WHICH IDENTIFIES IN IT THE SAME DOMAIN NAME THAT IS SET FORTH IN THE SEAL CODE PROVIDED TO YOU BY IDENTRUST PURSUANT TO THIS AGREEMENT.

IDENTRUST WILL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), REGARDLESS OF WHETHER IDENTRUST KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY THEREOF.

THE PARTIES AGREE THAT THE FOREGOING LIMITATION OF WARRANTIES AND LIABILITY ARE AN ESSENTIAL INDUCEMENT TO IDENTRUST TO ENTER INTO THIS AGREEMENT.

13. **INDEMNIFICATION**. You agree to indemnify, defend and hold IdenTrust and its directors, officers, employees, agents and affiliates harmless from any and all third party claims, suits, proceedings, judgments, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to: (i) any use of the Seal or the Seal Code by You, excluding those arising directly from a breach by IdenTrust of its duties under an Authorized Relying Party Agreement where You are not, in whole or in part, the cause of or otherwise responsible for such breach; (ii) breach of any duty or obligation You have under this Agreement; (iii) breach of any representation or warranty You make under this Agreement; or (iv) any fraudulent, illegal or negligent acts or omissions by You. You shall have full responsibility to pay for and conduct the defense of any such claim or action and all negotiations for its settlement or compromise unless otherwise mutually agreed to in writing between the parties hereto; provided, however, (i) that You shall not have any right to bind IdenTrust to or reference IdenTrust in any settlement agreement or consent judgment without the prior written consent of IdenTrust, which consent will not be unreasonably withheld or delayed; (ii) You shall inform and consult IdenTrust regarding any such defense and negotiations; and (iii) IdenTrust shall have the right to participate in the defense of a claim with counsel of its choice at Your expense.

14. **GOVERNING LAW.** The parties hereto agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This Agreement shall be governed by and construed under the laws of the State of Utah, without regard to its conflicts of law principles.

15. **FORCE MAJEURE.** If IdenTrust's performance of any obligation under this Agreement is prevented or delayed by an event beyond such IdenTrust's reasonable control, including without limitation, crime, fire, flood, war, terrorism, riot, acts of civil or military authority (including governmental priorities), severe weather, strikes or labor disputes, or by disruption of telecommunications, power or Internet services not caused by such IdenTrust, then IdenTrust will be excused from such performance to the extent it is necessarily prevented or delayed thereby.

16. **ASSIGNMENT.** You may not assign this Agreement or delegate any obligations hereunder. Any attempt by You to assign this Agreement or delegate any obligations hereunder shall render this Agreement voidable by IdenTrust, in its sole discretion. IdenTrust may assign this Agreement or delegate all or part of its obligations hereunder upon: (i) notice to You; or (ii) assignment of all rights and obligations hereunder to a successor in interest, whether by merger, sale of assets or otherwise.

17. **NOTICE.** Notice from You to IdenTrust shall be effective upon actual receipt by IdenTrust and shall be made by either internationally recognized overnight courier service or by certified mail addressed to:

IdenTrust Services, LLC
Attn: Legal Department
5525 Wiley Post Way, Suite 450
Salt Lake City, UT 84116

Notices from IdenTrust to You shall be made by posting on the Repository, or by mail or email in the event IdenTrust receives an email or mailing address from You in the course of communications made in connection with this Agreement. Except as otherwise provided herein, notices to You posted on the Repository shall be deemed effective three (3) days after being so posted, notices to You sent by mail shall be deemed effective seven (7) days after being sent, and notices to You sent by email shall be deemed effective when sent.

18. **DISPUTE RESOLUTION.** In the event of any dispute or disagreement between the parties arising out of or related to this Agreement, the parties will use their best efforts to settle the dispute or disagreement through mediation or good faith negotiations following notice from one party to the other party. If the parties cannot reach a mutually agreeable resolution of the dispute or disagreement within sixty (60) days following the date of such notice, then the parties will submit the dispute to binding arbitration, as provided below.

The parties agree to submit any controversy, claim, or dispute, whether in tort, contract, or otherwise arising out of or related in any way to this Agreement, that cannot be resolved by mediation or negotiations among the parties, for resolution by binding arbitration by a single arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. The arbitrator will have no authority to impose penalties or award punitive damages. Binding arbitration will: (i) proceed in Salt Lake County, Utah, which shall be the exclusive forum for arbitration; (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code); and (iii) be conducted in accordance with the Commercial Arbitration rules of the American Arbitration Association. Each party will bear its costs for the arbitration; however, upon award of any judgment or conclusion of arbitration, the arbitrator will award the prevailing party the costs it expended in such arbitration. Unless the arbitrator otherwise directs, the parties, their representatives, other participants, and the arbitrator will hold the existence, content, and result of the arbitration in confidence. This arbitration requirement does not limit the right of any party to obtain provisional ancillary remedies such as injunctive relief or the appointment of a receiver, before, during, or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration.

19. **RELATIONSHIP OF THE PARTIES.** Nothing in this Agreement shall be deemed to create a partnership or joint venture or fiduciary relationship, and neither party is the other's agent, partner, employee or representative.

20. **HEADINGS AND TITLES.** The headings and titles contained in this Agreement are included for convenience only, and will not limit or otherwise affect the terms of this Agreement.

21. **WAIVER.** No waiver by either party of any default will operate as a waiver of any other default, or of a similar default on a future occasion. No waiver of any term or condition by either party will be effective unless in writing and signed by the party against whom enforcement of such waiver is sought.

22. **SEVERABILITY.** In case one or more of the provisions of this Agreement should be held invalid, illegal or unenforceable in any respect for any reason, the same will not affect any other provision in this Agreement, which will be construed to give maximum effect to the extent of the parties as evidenced by this original Agreement as originally drafted save to the extent of such invalid, illegal or unenforceable provision.

23. **COMPLETE AGREEMENT.** This Agreement, including Schedule A and including the Certificate Policy to the extent referenced herein, represents the entire agreement of the parties, and supercedes all other agreements and discussions relating to the subject matter hereof. Except as expressly provided otherwise in this Agreement, this Agreement may not be amended except in writing signed by both parties.

SCHEDULE A

Glossary

1. "Authorized Relying Party Agreement" has the meaning provided such term in the Certificate Policy.

2. "Certificate" has the meaning provided such term in the Certificate Policy.

3. "Certificate Agreement" has the meaning provided such term in the Certificate Policy.

4. "Certificate Holder" has the meaning provided such term in the Certificate Policy.

5. "CPS" means the most recent version of the TrustID® Certificate Policy posted by IdenTrust to the Repository, which may be amended from time to time by IdenTrust in its sole discretion.

6. "IdenTrust" means IdenTrust Services, LLC.

7. "IdenTrust Page" means the IdenTrust-served Webpage that the Seal Code references and is to open in its own browser window when the Seal is clicked on, and which Webpage is provided for the purpose of identifying that You use an IdenTrust Secured TLS Certificate on Your Page and the status of such IdenTrust Secured TLS Certificate.

8. "IdenTrust Secured TLS Certificate" means a TrustID Server Certificate issued by IdenTrust to a Certificate Holder pursuant to a Certificate Agreement for the express and limited purpose of facilitating "secure sockets layer" functionality on a specific Webserver of the Certificate Holder.

9. "Operational Period" has the meaning provided such term in the Certificate Policy.

10. "Repository" means the information and data repository of IdenTrust located at the following address:

    https://www.identrust.com/support/documents/trustid

11. "Seal" means a graphic image that is a mark of IdenTrust and which together with the Seal Code provides a click-through functionality to reach an IdenTrust Page, which graphic may be replaced from time to time by IdenTrust in its sole discretion. While IdenTrust will supply You with a definitive copies of the Seal for Your use under the Agreement, a facsimile of the Seal is provided here strictly for reference purposes:

12. "Seal Code" means the software code IdenTrust shall provide You pursuant to this Agreement for use with the Seal, which software code may be replaced from time to time by IdenTrust in its sole discretion.

13. "TrustID Server Certificate" is a type of Server Certificate, as described in Section 1.2.2 of the Certificate Policy.

14. "Your Site" means a Website that You own and host on one or more Webservers that You own (or lawfully exercise control over).

15. "Website" means a connected group of Webpages that together are owned or controlled by single entity and are located under a single domain name owned by that entity.

16. "Webpage" means a single World Wide Web page.

17. "Webserver" means a data server that hosts a Website.