

THAWTE RESELLER PROGRAM AGREEMENT

YOU MUST READ AND ACCEPT THIS THAWTE RESELLER PROGRAM AGREEMENT ("AGREEMENT") BEFORE ENROLLING TO BECOME A THAWTE RESELLER. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLICK THE "DECLINE" BUTTON AT THE END OF THIS AGREEMENT. BY CLICKING THE "ACCEPT" BUTTON, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

ALL REFERENCES TO "THAWTE" IN THIS SUBSCRIBER AGREEMENT SHALL MEAN THAWTE, INC. UNLESS YOU (ON BEHALF OF YOUR ORGANIZATION) ARE LOCATED IN THE REPUBLIC OF SOUTH AFRICA, THE REPUBLIC OF NAMIBIA, THE KINGDOM OF LESOTHO, OR THE KINGDOM OF SWAZILAND, IN WHICH CASE ALL REFERENCES TO "THAWTE" HEREIN SHALL MEAN THAWTE CONSULTING (PTY) LTD.

1. DEFINITIONS. The capitalized terms used in this Agreement shall have the following meanings unless otherwise specified and any reference to the singular includes the plural and vice versa.

"Authenticate" or "Authentication" means the actions a Certificate Authority takes, in accordance with the Thawte CPS, to confirm that an organization does in fact exist, that the organization has authorized the Certificate Application, and that the person submitting the Certificate Application on behalf of the organization is authorized to do so.

"Certificate" shall mean, as applicable, a Thawte SSL Web Server, SGC SuperCert, SSL123, SSL Web Server Wildcard, or Code Signing Certificate.

"Certificate Applicant" is an individual acting on behalf of an organization that requests the issuance of a Certificate by a Certificate Authority; provided, however, that if you are a Web Host acting on behalf of your customer through the Thawte Reseller Console, then such customer shall be deemed the Certificate Applicant.

"Certificate Application" is a request from a Certificate Applicant (or authorized agent of the Certificate Applicant) to a Certificate Authority for the issuance of a Certificate.

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

"Service" means the services rendered by Thawte pursuant to a Certificate (and, if applicable, seal(s)) purchased.

"Token" means an electronic message (with or without a unique numerical identifier) created by Thawte that holds a monetary value that allows the holder thereof to redeem Certificate Services online at a later date.

"Thawte CPS" shall mean the Thawte Certification Practice Statement, as amended from time to time, which may be accessed from the repository located on Thawte's website.

"Thawte Materials" mean hard and electronic versions of any Thawte technical manuals, sales and marketing materials, hardware, or software related to the Services that Thawte makes available to you.

"Thawte Reseller Console" is set of secure Web pages set up by Thawte wherein, if you enroll as a reseller, you may (a) purchase Certificate Services, by way of Tokens, for resale; (b) redeem Tokens on behalf of your customers to enroll for the Services; and (c) authorize your customers to enroll for Certificates through a unique URL provided by Thawte.

"Thawte PKI" shall mean the Thawte public key infrastructure that provides Certificates for individuals and organizations.

"Web Host" shall mean an entity hosting the Web site of another, such as an Internet Service Provider, a systems integrator, a reseller, a technical consultant, an application service provider, or similar entity.

2. APPOINTMENT

Thawte hereby appoints you as either a non-exclusive reseller for the Services offered through the Thawte Reseller Program. Enrolling as a Reseller enables you to promote, market and resell Thawte Services to end user customers.

3.YOUR OBLIGATIONS

3.1 Resale Process.

3.1.1 You shall purchase Tokens for the applicable Service to allow you to resell such Services to your customers. If you are a Web Host and wish to enroll for Certificates on behalf of your customers, then you shall require your customers to enter into an agreement with you (each, a "Customer Agreement"), which shall, at a minimum (a) designate you as the entity responsible for invoicing and collecting payments from your customer; and (b) bind your customer to contractual terms applicable to the purchase and use of the Service as specified by Thawte ("Pass Through Terms"). The current Pass Through Terms are identified in Exhibit A. Thawte may modify the Pass Through Terms from time to time and you agree to flow-down such new terms to your new customers. You may not modify, or allow any prospective customer to modify, any provision of the Pass Through Terms without Thawte's express written consent. Alternatively, your customers may enroll for Certificates through a unique URL that Thawte shall provide to you, in which case you shall require your customers to accept Thawte's standard click-through agreement ("Subscriber Agreement") for the applicable Service.

3.1.2 All Tokens are intended for single-use (redeemable for one certificate only) and must be redeemed within one year following the date of purchase or they shall be deemed null and void. Thawte shall not be responsible for re-issuing or reimbursing Reseller for any Token that had been mistakenly requested to be redeemed by Reseller and/or Customer if such mistake rests with Reseller and/or Customer. Upon redemption of a Token, the Service shall be valid for the applicable validity period stated in the Certificate, unless terminated earlier pursuant to section 12 below. In no event shall you permit customers to resell the Certificate(s).

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

3.3 Support

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

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

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

3.4 Warranties. You will (a) conduct business in a manner that reflects favorably at all times on the Services and the good name, good will, and reputation of Thawte; (b) promote proper use of the Service; (c) avoid false, deceptive, misleading, or unethical practices that are or might be detrimental to Thawte, the Services or the public; and (d) not make any representation, warranty, or guarantee to customers or to other third parties with respect to the specifications, features, or capabilities of the Service that are inconsistent with the literature published by Thawte.

3.5 Compliance with Laws and Government Approvals. You shall comply with all applicable international, national, state, regional and local laws and regulations, and shall obtain all governmental approvals are necessary, in connection with performing its duties hereunder. Thawte shall not be under any obligation to provide any Service if Thawte is not satisfied, in its sole discretion, that such laws are being complied with and that such government approvals have been obtained.

4. THAWTE'S OBLIGATIONS

4.1 Access to Thawte Portals. Thawte shall provide you with a user name and password to access the Thawte Reseller Console for the purpose of (a) purchasing Tokens for redemption of Certificates; and, if applicable, (b) redeeming and applying for Services on behalf of your customers; and (c) deploying Services on behalf of your customers.

4.2 Deployment and/or Redemption of Services. If you enroll for Certificates on behalf of your customers, then Thawte shall email deployment instructions for the applicable Service to you upon Thawte's Authentication of the applicable Certificate Application request. Alternatively, if your customer enrolls for Certificates through your unique URL, then Thawte shall email deployment instructions for the applicable Service directly to your customer upon Thawte's Authentication of the applicable Certificate Application request.

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

4.4 Technical Support. Thawte shall provide support as follows: (a) standard phone support Monday through Friday between 4:00 a.m. and 12:00 p.m. GMT (excluding Thawte-designated holidays); (b) within twenty-four (24) hours of receipt of an email inquiry, an email response addressing the issue therein; twenty-four (24) hour access to support pages on Thawte's Website; and (c) at Thawte's discretion, assign an account manager or the equivalent thereof for sales and marketing support.

5. FEES AND TAXES

5.1 Fees. You shall pay Thawte the then-applicable fees for the Tokens you purchase as set forth in the Thawte Reseller Console.

5.2 Payment Terms. All fees are immediately due and payable upon purchase of the Tokens and are non-refundable, except as otherwise expressly noted herein. Any renewal of Services is subject to Thawte's then-current terms and conditions including, but not limited to, successful completion of any applicable Authentication procedure, and payment of the then-current fees. You are solely responsible for the credit card information provided to Thawte and must promptly inform Thawte of any changes thereto (e.g., change of expiration date or account number). All sums due and payable that remain unpaid for a period of thirty (30) days will accrue interest at a rate of 1.5% per month or the maximum amount allowed by law, whichever is less.

5.3 Costs, Expenses, and Taxes. Except as expressly provided herein or agreed to in writing, each party shall pay its own costs and expenses incurred in the performance of its obligations under this Agreement. You shall pay, indemnify, and hold Thawte harmless from (a) any sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty not based on Thawte's income; and (b) all government permit fees, customs fees and similar fees which Thawte may incur with respect to this Agreement. Such taxes, fees and duties paid by you shall not be considered a part of, a deduction from, or an offset against, payments due to Thawte hereunder. You will pay any withholding taxes required by applicable law. You will supply Thawte with evidence of such payment of withholding tax, in a form acceptable to Thawte, to meet the requirements for claiming foreign tax credits on Thawte's federal income tax return. It is the intent of the parties that after you pay all taxes, fees, duties and withholding amounts, you shall pay Thawte an amount which, after payment of all required taxes, fees, duties and withholding, equals the amount due pursuant to this Agreement.

5.4 Price Changes. Thawte reserves the right to change the fees for Services at any time. Thawte shall use commercially reasonable efforts to provide you with thirty (30) days prior notice of any change, but such changes shall not require your approval.

5.5 Re-sale Prices. You shall be solely responsible for determining the fees you charge for the provision of the Services to your customers and invoicing and collecting such fees. This section does not apply to Thawte-In-A-Box program participants.

6. CONFIDENTIALITY

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

6.2 No Disclosure. Each party receiving Confidential Information (the "Receiving Party") agrees to maintain all such Confidential Information received from the other party (the "Disclosing Party"), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the financial terms of this Agreement to its legal and business advisors and to potential investors, and Thawte may disclose to its third party service partners those terms of this Agreement relating to the data or service provided by such partners, if such third parties agree to maintain the confidentiality of such Confidential Information. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing this Agreement. In addition, the Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to the Receiving Party hereunder. Upon termination or expiration of this Agreement, the Receiving Party shall

immediately return to the Disclosing Party all manifestations of the Confidential Information or, at the Disclosing Party's option, shall destroy all such Confidential Information as the Disclosing Party may designate; provided that such action may be delayed for so long as, and to the extent that, such Confidential Information relates to outstanding payment obligations or is subject to audit, reporting, or retention requirements under this Agreement or applicable law.

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

6.4 Injunctive Relief. Both parties acknowledge that the restrictions contained in this Section 7 are reasonable and necessary to protect their legitimate interests and that any violation of these restrictions will cause irreparable damage to the other party. Each party agrees that damages are not an adequate remedy for any such violation and that the other party will be entitled to seek injunctive relief against each violation.

7. PRIVACY

7.1 You acknowledge and agree that in the course of providing the Services, Thawte will capture certain of your personally identifiable information and those of your customers (collectively, "Data"). Thawte shall capture only Data that is required and necessary for Thawte to provide the Services. Thawte shall use Data pursuant to its Privacy Statement located on its website. Thawte may place in Certificates information you or your customers provide for inclusion in the Certificates. Thawte may publish Certificates and status information about such Certificates in Thawte's repository and make this information available to the public and other repositories. If you enter into this Agreement with a Thawte entity that is not Thawte, Inc., you agree that Thawte may transfer the Data to Thawte, Inc. in the United States for processing of Certificates. All Data you submit to Thawte shall be deemed submitted in accordance with applicable data protection laws and you warrant to Thawte that you have all necessary rights and have obtained all necessary consents from each of your customers to (a) provide the Data to Thawte in accordance with this Agreement; (b) enable you and Thawte to exchange the Data with each other in accordance with this Agreement; and (c) to enable Thawte to receive and process the Data as set forth in this Agreement and the Thawte Privacy Statement.

8. LICENSES TO MATERIALS

8.1 Sales and Marketing Materials. Thawte grants you a non-exclusive, non-transferable, non-sublicensable right and license to: (a) use the Thawte Materials during the term of this Agreement solely in conjunction with the marketing, promotion and resale of the Services; and (b) modify certain of the Thawte Materials expressly designated for such purpose by incorporating your trademarks and/or brand features ("your Branding") in a manner consistent with branding guidelines to be provided by Thawte. All such modified materials will be deemed Thawte Materials under this Agreement. You agree that you will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity of the Thawte Materials or any other materials, trademark, trade name or product designation belonging to or licensed to Thawte.

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

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

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

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

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

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

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Ownership. Other than the express licenses granted by this Agreement, Thawte does not grant you any right or license by implication, estoppel, or otherwise to the Services, the Thawte Materials, or any Intellectual Property Rights of Thawte. Each party shall retain all ownership rights, title, and interest in and to its own products and services (including in the case of Thawte, in the Services and the Thawte Materials, excluding your Branding) and all Intellectual Property Rights therein, subject only to the rights and licenses specifically granted herein.

9.2 Derivative Work. To the extent that you create any Derivative Work (meaning any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by Thawte and all right, title and interest in and to each such Derivative Work shall automatically vest in Thawte. To the extent any Derivative Work does not automatically vest in Thawte

by operation of law, you hereby assign such Derivative Work to Thawte with full title guarantee. Thawte shall have no obligation to grant you any right in any such Derivative Work. You shall not reverse engineer (save to the extent that it cannot be prohibited from so doing under applicable law), disassemble, or decompile the Thawte Intellectual Property or make any attempt to obtain source code to the Thawte Intellectual Property.

9.3 Obtaining Rights. Thawte shall have the sole right, but not the obligation, to pursue copyright and patent protection, in its sole discretion, for the Services, the Thawte Materials, and any Intellectual Property Rights incorporated therein. You will cooperate with Thawte in pursuing such protection, including without limitation executing and delivering to Thawte such instruments as may be required to register or perfect Thawte's interests in any Intellectual Property Rights and any assignments thereof.

9.4 Pursuit of Infringers. You shall notify Thawte of any infringement of Thawte's Intellectual Property Rights of which you become aware. You shall reasonably assist Thawte in pursuing its legal rights against any such infringers. Thawte, at its sole discretion, shall determine whether to pursue any particular case of infringement.

9.5 Proprietary Markings and Copyright Notices. You shall not remove or destroy any proprietary, confidentiality, trademark, service mark, or copyright markings or notices placed upon or contained in any materials or documentation received from Thawte in connection with this Agreement.

10. INDEMNITIES

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

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

10.3 Notices and Indemnities. Subject to the limitations set forth herein, the indemnifying party (the "Indemnifying Party"), at its own expense, shall (a) defend, or at its option settle, any claim, suit, or proceeding against the other party (the "Indemnified Party") for which it has an indemnification obligation under this Agreement; and (b) pay any final judgment entered or settlement against the Indemnified Party in any such suit or proceeding defended by the Indemnifying Party. An Indemnifying Party shall not take any action to settle or defend any such claim, suit, or proceeding that would in any manner impose obligations (monetary or otherwise) on an Indemnified Party without the Indemnified Party's written consent, not to be unreasonably withheld. An Indemnified Party shall have the right to participate in the defense of any claim with its own counsel and shall be responsible for all costs associated therewith. An Indemnifying Party shall have the right to control and direct the investigation, preparation, defense, and settlement of the claim, and the Indemnified Party shall reasonably cooperate with the Indemnifying Party in the defense of such claim at the Indemnifying Party's expense. In addition, an Indemnified Party shall give the Indemnifying Party prompt written notice of any claim, suit, or proceeding for which the Indemnifying Party has an indemnification obligation under this Agreement. In the event such notice is not promptly given, the Indemnifying Party's obligation hereunder shall not include any additional expenses or damages to the extent attributable to such failure or delay of notice.

11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

11.1 DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED HEREIN OR IN THE SUBSCRIBER AGREEMENT OR PASS THROUGH TERMS, THE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTEE, TERM OR CONDITION WHATSOEVER. TO THE EXTENT PERMITTED BY APPLICABLE LAW,

THAWTE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, GUARANTEES, TERMS AND CONDITIONS, IMPLIED OR STATUTORY, TO YOU OR CUSTOMER AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

11.2 LIMITATION OF LIABILITY. NOTHING IN THIS AGREEMENT SHALL LIMIT THAWTE'S LIABILITY FOR FRAUD OR PERSONAL INJURY OR DEATH CAUSED BY ITS NEGLIGENCE. NOTWITHSTANDING THE FOREGOING, THAWTE SHALL NOT BE LIABLE TO YOU OR TO ANY CUSTOMER OR ANY OTHER THIRD PARTY FOR ANY (A) CONSEQUENTIAL OR INDIRECT LOSS; (B) SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES; OR (C) ANY LOSS OF PROFIT, BUSINESS CONTRACTS, REVENUE, DATA OR ANTICIPATED SAVINGS, IN EACH CASE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE THAWTE PRODUCTS AND SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED REPRESENTATION, WARRANTY, GUARANTEE, TERM OR CONDITION, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF THAWTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL THAWTE'S TOTAL LIABILITY TO YOU, ANY CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED TWO (2) TIMES THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT UP TO A MAXIMUM OF ONE MILLION DOLLARS (\$1,000,000). THAWTE'S LIABILITY TO YOUR CUSTOMERS AND OTHER THIRD PARTIES IS LIMITED AS SET FORTH IN THE APPLICABLE PASS THROUGH TERMS AND/OR SUBSCRIBER AGREEMENT.

12. TERM AND TERMINATION

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

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

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

12.4 Survival of Terms. Expiration or termination of this Agreement shall not relieve either party of any obligations that accrued prior to the date of such expiration or termination. The provisions of Sections 3, 5, 6, 7, 9, 10, 11, 13, 14 and Exhibit A, shall survive the expiration or termination of this Agreement for any reason.

13. GOVERNING LAW

This Agreement shall be governed in all respects by and construed in accordance with 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.

14. DISPUTE RESOLUTION

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

(a) 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. 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.

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

15. NON-ASSIGNMENT

Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at Thawte's option.

16. INDEPENDENT CONTRACTORS

The relationship of Thawte and you is that of independent contractors. Neither you nor your employees, consultants, contractors, or agents are agents, employees, consultants, contractors, or partners of Thawte, nor do they have any authority to bind Thawte by contract or otherwise to any obligation.

17. SEVERABILITY

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Agreement; this Agreement will be deemed amended to the extent necessary to make this Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements or understandings or representations between the parties. The parties agree that they have not entered into

this Agreement in reliance on any representations not expressly set out in this Agreement and neither party shall have any liability in relation to such representations, unless made fraudulently.

19. AMENDMENT AND WAIVERS

Except as otherwise expressly provided in this Agreement, any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound.

20. ATTORNEY'S FEES

Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees (including fees on any appeal).

21. NOTICES

All notices, which either party is required or may desire to serve upon any other party, shall be in writing and addressed to the party to be served at the respective addresses set forth below. Any such notice may be served personally or by certified mail (postage prepaid), internationally commercially recognized overnight delivery service (such as Federal Express or DHL), or courier. Notice shall be deemed served upon personal delivery or delivery by courier, upon the second business day after the date sent for notices sent via overnight delivery, or upon the third business day after the date sent for notices sent via certified mail. Either party may change the address to which notices are to be delivered by written notice to the other Party served as provided in this section.

NOTICES TO YOU: To the address you submitted to the Thawte Reseller Console to become a reseller.

NOTICES TO THAWTE: To the "Contact" address listed on the website from where you purchased the Services, with a copy to: General Counsel – Thawte, 487 East Middlefield Road Mountain View, California, USA 94043

22. EXPORT

You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including Certificates, 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 (the "United States"). Specifically, you shall not download or otherwise export or re-export any Certificate into or to (a) a national or resident of Cuba, Iran, Sudan, North Korea, or Syria or any other country where such use is prohibited under United States export regulations, or (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. You agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

24. CHOICE OF LANGUAGE

This Agreement is drafted in the English language and you waive any right you may have under the law of any jurisdiction to have this Agreement written or interpreted in any other language.

EXHIBIT A

PASS THROUGH TERMS

If you purchase Tokens for Thawte SSL Web Server, SGC SuperCert, SSL123, or SSL Web Server Wildcard certificate, the Pass Through Terms are contained in the Thawte SSL Certificate Subscriber Agreement that is located in the Thawte repository.

If you purchase Tokens for Code Signing Certificates, the Pass Through Terms are contained in the Thawte Code Signing Certificate Subscriber Agreement that is located in the Thawte repository.

Thawte Reseller Program Agreement Version 3.0