## Managed SSL Service Agreement – Version 1.1

YOU MUST READ THIS AGREEMENT CAREFULLY BEFORE ENROLLING IN THE MANAGED SSL ("MSSL") SERVICE OFFERED BY THE GLOBALSIGN ENTTY IDENTIFIED BELOW. BY CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICE.

BY CLICKING "I AGREE", YOU REPRESENT AND WARRANT THAT THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON BEHALF OF THE ORGANIZATION ENROLLING IN THE SERVICE (THE "COMPANY") AND TO BIND THE COMPANY TO THE TERMS OF THIS AGREEMENT WITH THE GLOBALSIGN ENTITY WITH WHICH YOU ARE PLACING AN ORDER TO PURCHASE THE SERVICE, NAMELY GMO GLOBALSIGN LIMITED, GMO GLOBALSIGN, INC., GMO GLOBALSIGN PTE. LTD, GMO GLOBALSIGN CERTIFICATE SERVICES PVT. LTD OR GMO GLOBALSIGN RUSSIA LLC, AS THE CASE MAY BE ("GLOBALSIGN").

**1. The Certificates.** GlobalSign agrees to provide Company with OrganizationSSL, ExtendedSSL IntranetSSL and such other certificates as may be included in the Service from time to time by GlobalSign (the "Certificates") issued through its Managed SSL Service (the "Service") for Company's use in accordance with the terms of this Agreement and the Certificates, Company agrees to comply with the terms of this Agreement, all applicable laws and regulations, and the CPS. In the event of a conflict or inconsistency between this Agreement and the CPS, the CPS shall take precedence.

**2. Limitations on Use.** Company shall not (a) use or duplicate the Certificates except as permitted by this Agreement, (b) distribute or resell the Service or Certificates to any third party, (c) cause or permit the reverse engineering, disassembly, or decompilation of the Certificates, (d) use IntranetSSL certificates other than for internal use.

**3. Fees; Payment Terms.** Company agrees to pay GlobalSign the fees set forth in Company's GlobalSign Certificate Center (GCC) account for Certificates that are ordered and approved by the Certificate Administrator. Requests for Certificates that are denied will not be charged. Company agrees that GlobalSign may revoke or cancel Certificates previously issued in the event of non-payment by Company.

Company may cancel a Certificate or request revocation of a Certificate at any time, but Company will not be entitled to any refund, prorated or otherwise, for such cancellations or revocations unless cancellation or revocation is requested within seven (7) days of issuance of the Certificate.

At the time Company places an order, GlobalSign will either send an invoice to Company or charge the applicable amount to a credit card provided by Company. Invoices will be sent to the Billing Contact information provided by Company during account setup. All payments are due and payable net thirty (30) days from the GlobalSign invoice date. Company agrees to pay interest at the rate of one and one-half percent (1.5%) per month on all overdue amounts. Company will pay any taxes, fees and similar

governmental charges related to the execution or performance of this Agreement, other than applicable income taxes imposed on GlobalSign related to its receipt of payments from Company

## 4. Designation of Certificate Administrator, Order Process, and Other Company Obligations.

Company will designate one individual with authority to submit domain names for vetting by GlobalSign and to approve the issuance of Certificates for the vetted domain names in accordance with this Agreement (the "Certificate Administrator(s)"). Company may only submit domain names for vetting for which Company is the registered owner. All communications concerning the approval of Certificates to be issued to Company will be made by and through the designated Certificate Administrator(s).

The Certificate Administrator(s) will be responsible for verifying the information in all Certificate orders submitted to GlobalSign, and GlobalSign shall have no responsibility for verifying the accuracy or legitimacy of these orders. The Certificate Administrator(s) must notify GlobalSign immediately in the event s/he becomes aware that a Certificate should be revoked for any reason.

**5.** Set-up Information. Company will provide information as necessary for GlobalSign to set up the Service. Company warrants that it has authority to release any information it provides to GlobalSign and that providing the information does not violate any applicable contract or privacy policy.

**6.** Use of GlobalSign Certificate Center (GCC). GlobalSign will provide the Certificate Administrator with a user name and password or issue a client certificate for the purpose of ordering and approving issuance of the Certificates. Use of the GCC account is subject to the GSS Terms of Service.

**7. Subscriber Agreement.** Prior to use of any Certificate, either the party requesting a Certificate (the "Subscriber") or Company on the Subscriber's behalf if authorized by the Subscriber, must agree to a subscriber agreement with GlobalSign governing use of the Certificate.

**8. Term; Changes in Fees.** The initial term of this Agreement will begin on the date you accept this Agreement (the "Effective Date") and, unless terminated earlier in accordance herewith, will continue for a period of one (1) year ("Initial Term"). This Agreement will renew automatically on the same terms and conditions for additional successive periods of one (1) year unless either party gives the other written notice of its intention not to renew at least thirty (30) days prior to the end of the then current term.

At any time following the end of the Initial Term, GlobalSign may change the fees for the Certificates by giving thirty (30) days prior written notice to Company.

**8. Limited Warranty and Disclaimer.** Except as may be provided in the GlobalSign Certification Practice Statement at <u>https://www.globalsign.com/repository/</u> or the Subscriber Agreement, Certificates are provided on an "as-is", "as available" basis, and GlobalSign does not make any and hereby specifically disclaims any representations, endorsements, guarantees, or warranties, express or implied, to Company, Certificate users, or any other person, including, without limitation, any: (i) of merchantability, fitness for a particular purpose, title, or noninfringement of intellectual property rights; (ii) arising from course of dealing, course of usage, course of performance, or course of trade or trade practice; and (iii) of quality, timeliness, accuracy, reliability or content.

**9. Limitation of Liability.** GlobalSign's aggregate liability to Company (either directly or as a third party defendant in any action or proceeding) for any claim arising out of or relating to this Agreement, or the use of or inability to use the Service or Certificates will in no event exceed the amount of fees paid by Company for the Service and Certificates within the one (1) year period immediately prior to the event that gave rise to its claim.

**10. Limitation of Damages.** GlobalSign shall not be liable to Company or any third party for any special, consequential, incidental or indirect damages including, but not limited to, loss of profits, revenue, or damage to data arising out of the use of or inability to use the Service or Certificates whether or not GlobalSign has been advised of the possibility of such damages.

**11. Ownership of Intellectual Property.** Neither party shall obtain any ownership or other interest in the intellectual property of the other by reason of this Agreement.

**12.** Use of Logos, Trademarks, and URLs. Each party grants the other a limited license during the term of this Agreement to use the party's corporate logo, name, trademark, URL, and product names (the "Names") on the other's Web site for listing the party as a provider/purchaser of the Certificates and to promote use of the Certificates. Each party agrees to provide the other with the current version of the Names and any subsequent changes together with the party's style guide to ensure proper placement and use by the other party. Each party may withdraw this limited license at any time upon written notice to the other. Other than the rights granted in this section or by subsequent agreement, each party agrees that it has no other rights to the Names of the other party.

**13. Termination.** Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be terminated immediately by one party giving the other a written notice of termination if (a) the other party breaches any of the terms of this Agreement and such breach continues for a period of thirty (30) days after notice thereof has been given by a party; (b) the other party files for bankruptcy, ceases to carry on business, or undergoes liquidation; or (c) the other party is unable to perform a material portion of its obligations under this Agreement as a result of an event or events of force majeure for a period of not less than thirty (30) days.

Upon termination of this Agreement in any manner, (1) Company shall immediately pay GlobalSign any outstanding fees; (2) all rights of the parties under this Agreement shall cease immediately (except for those which, by their nature, would continue after termination); and (3) each party shall immediately remove the other party's Names and references thereto and any hypertext links on their web sites.

**14.** Governing Law; Venue. If Company places its order with GMO GlobalSign Limited, this Agreement shall be governed by, construed under and interpreted in accordance with the laws of England and Wales without regard to its conflict of law provisions. Venue shall be in the courts of England.

If Company places its order with GMO GlobalSign, Inc., this Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of New Hampshire U.S.A. without regard to its conflict of law provisions. Venue shall be in the courts of the State of New Hampshire.

If Company places its order with GMO GlobalSign K.K., this Agreement shall be governed by, construed under and interpreted in accordance with the laws of Japan without regard to its conflict of law provisions. Venue shall be in the courts of the Japan.

If Company places its order with GMO GlobalSign Pte. Ltd., this Agreement shall be governed by, construed under and interpreted in accordance with the laws of Singapore without regard to its conflict of law provisions. Venue shall be in the courts of Singapore.

If Company places its order with GMO GlobalSign Certificate Services Pvt. Ltd, this Agreement shall be governed by, construed under and interpreted in accordance with the laws of India and the related state laws without regard to its conflict of law provisions. Venue shall be in the courts of India.

If Company places its order with GMO GlobalSign Russia LLC, this Agreement shall be governed by, construed under and interpreted in accordance with the law of Russian Federation without regard to its conflict of law provisions. Venue shall be in the courts of Russian Federation.

**15. Miscellaneous.** This Agreement may not be assigned by either party without the other party's prior written consent. This Agreement may not be modified except in a subsequent writing signed by both parties.

**16.** Entire Agreement. This Agreement and the CPS, which is incorporated by reference hereto and is available at <u>www.globalsign.com/repository</u>, constitute the entire agreement between the parties and supersede any prior written or oral agreement or understanding with respect to the Service. The terms and conditions of any past, present or future purchase order submitted by Company which alter, modify or conflict with the terms and conditions of this Agreement are void.