

Network Solutions SSL Certificate and Assured Site Seal Subscriber Agreement

Version 3.0

Table Of Contents

- **General Provisions (Sections 1 - 24)**
- **Schedule A (nsProtect™ Secure Basic)**
- **Schedule B (nsProtect™ Secure Advanced)**
- **Schedule C (nsProtect™ Secure Wildcard)**
- **Schedule D (nsProtect™ Secure Assured)**
- **Schedule E (nsProtect™ Secure Xpress)**

General Provisions

1. Application of Terms

The terms and conditions set out below, including all applicable schedules attached hereto (collectively, the "Agreement"), govern the relationship between you (the "Subscriber") and Network Solutions, LLC ("Network Solutions") with respect to any of the services described herein. In this Agreement, "you" and "your" refer to each Subscriber and its agents, including each person listed in your account information as being associated with your account, and "we", "us" and "our" refer collectively to Network Solutions and its wholly-owned subsidiaries. This Agreement explains our obligations to you, and your obligations to us in relation to the Network Solutions Subscription Service(s) (as defined herein) you purchase. By purchasing or otherwise applying for Network Solutions' Subscription Service(s), you agree to establish an account with us for such services. When you use your account or permit someone else to use your account to purchase or otherwise acquire access to additional Network Solutions service(s) or to modify or cancel your Network Solutions service(s) (even if we were not notified of such authorization), this Agreement as amended covers any such service or actions. Additionally, you agree that each person listed in your account information as being associated with your account for any services provided to you is your agent with full authority to act on your behalf with respect to such services. Any acceptance of your application(s) or requests for our services and the performance of our services will occur at our offices in Herndon, Virginia, the location of our principal places of business. Sections 1 through 24 apply to any and all Network Solutions Subscription Services (as defined below). The terms and conditions set forth in Schedules A through D of this Agreement apply only to customers who have purchased the Network Solutions services referenced in those Schedules.

2. Definitions and Interpretations

2.1 In this Agreement, unless the context requires otherwise, the following terms and expressions shall have the following meanings:

"Business Day" means any calendar day that is Monday to Friday inclusive, excluding any days on which the banks in the United States are closed for business;

"Confidential Information" means all material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, customers and intellectual property rights of a party that is not accessible or known to the general public. Confidential Information shall include, but not be limited to, (a) any and all information regarding or related to any software utilized by the parties to create, operate or perform their respective obligations hereunder, including, but not limited to, all Private Keys, personal identification numbers and passwords; and (b) any information which concerns technical details of operation of any of the Network Solutions services and products offered hereunder.

"CRL" means a certificate revocation list that contains details of Digital Signatures that have been revoked by Network Solutions;

"SSL Certificate" (also "Certificate") means a digitally signed electronic data file (conforming to the X509 version 3 ITU standard) issued by Network Solutions in order to identify a person or entity seeking to conduct business over a communications network using a Digital Signature and which contains the identity of the person authorized to use the Digital Signature and a copy of their Public Key, a serial number, a time period during which the Digital Certificate may be used and a Digital Signature issued by Network Solutions;

"Digital Signature" means an encrypted electronic data file which is attached to or logically associated with other electronic data and which identifies and is uniquely linked to the signatory of the electronic data, is

created using the signatory's Private Key and is linked in a way so as to make any subsequent changes to the electronic data detectable;

"Domain Name" means a name registered with an Internet registration authority for use as part of a Subscriber's URL;

"Effective Date" means the date when Network Solutions receives the Subscriber's request for Subscription Service set out in the Enrollment Form and sent to Network Solutions via the online registration process;

"Enrollment Form" means an electronic form on Network Solutions' Website completed by the Subscriber by providing the Subscriber Data and which identifies the requirements for the Subscription Service;

"Force Majeure Event" means, in relation to any party any circumstances beyond the reasonable control of that party including without prejudice to the generality of the foregoing any natural disaster, act or regulation of any governmental or supra-national authority, lack or shortage of materials supplied by a third party (other than where such circumstances arise due to lack of reasonable planning), war or natural emergency, accident, epidemic, fire or riot;

"Insolvency Event" means, in respect of any company that is party to this Agreement, that such company has ceased to trade, been dissolved, suspended payment of its debts or is unable to meet its debts as they fall due, has become insolvent or gone into liquidation (unless such liquidation is for the purposes of a solvent reconstruction or amalgamation), entered into administration, administrative receivership, receivership, a voluntary arrangement, a scheme of arrangement with creditors or taken any steps for its winding-up.

"Internet" means the global data communications network comprising interconnected networks using the TCP/IP standard;

"Issue Date" means the date of issue of an SSL Certificate and Secure Site Seal, or an Assured Site Seal, to the Subscriber;

"Network Solutions CPS" means the Network Solutions Certificate Practice Statement, a document setting out the working practices that Network Solutions employs for the Subscription Service and which defines the underlying certificate processes and Repository operations, as may be amended from time to time;

"Private Key" means a confidential encrypted electronic data file designed to interface with a Public Key using the same encryption algorithm and which may be used to create Digital Signatures, and decrypt files or messages which have been encrypted with a Public Key;

"Public Key" means a publicly available encrypted electronic data file designed to interface with a Private Key using the same encryption algorithm and which may be used to verify Digital Signatures and encrypt files or messages;

"Relying Party" shall mean an individual or organization that acts in reliance on either a Certificate, a digital signature, or a Network Solutions Site Seal.

"Repository" means a publicly available collection of databases for storing and retrieving SSL Certificates, CRLs and other information relating to Digital Certificates and which may be accessed via Network Solutions' Website;

"Schedules" means the schedules attached to this Agreement;

Web "Selected Subscriber Data" means all of the Subscriber Data set out in the applicable Schedules to this Agreement marked with the initials 'SSD';

"Site" (also "Website") means a collection of interconnected HTML web pages, including a home page, under the control of one entity;

"Assured Site Seal" shall mean a hyperlinked graphic provided by Network Solutions to a Subscriber for display on the Subscriber's Web site to indicate that the Subscriber has been validated in accordance with the standards set forth in the Network Solutions CPS. When the Assured Site Seal is selected by a user, the user's browser is directed to open a SSL-encrypted link to a Network Solutions Site to verify that the Secure Site Seal holder has been validated in accordance with the standards set forth in the Network Solutions CPS. The Network Solutions Site sends to the user's browser over the SSL-encrypted link a message indicating the results of the verification along with other information. The response from the Network Solutions Site can be displayed on the user's browser as a graphic or Web page (that can include client-executable code) containing information about the organization or person to whom the Assured Site Seal pertains and the result of the requested verification.

"Site Seal" shall mean a hyperlinked graphic provided by Network Solutions to a Subscriber for display on the Subscriber's Web site that identifies the Subscriber as the holder of a Network Solutions Digital Certificate and/or having been properly vetted as a valid entity as defined in this CPS. A Network Solutions Site Seal can be a Network Solutions Secure Site Seal or a Network Solutions Assured Site Seal.

"Software" means any software provided by Network Solutions to enable the Subscriber to access or use the Subscription Service;

"Subscriber" means the entity or organization named on the Enrollment Form during the online registration process;

"Subscriber Data" means information about the Subscriber required by Network Solutions to provide the Subscription Service, including without limitation, the information set out in the applicable Schedules to this Agreement which must be provided by the Subscriber on the Enrollment Form during the online registration process;

"Subscription Service" means the provisioning of a SSL Certificate and Site Seal, or an Assured Site Seal, and related services as described in the applicable Schedules to this Agreement;

"Subscription Service Period" means the time period during which the SSL Certificate and Site Seal, or the Assured Site Seal, remain valid (or, if not yet issued, remain available for issuance) and, if issued, may be used as set out in the applicable Schedules;

"Third Party Data" means data, information or any other materials (in whatever form) not owned or generated by or on behalf of the Subscriber;

"URL" means a uniform resource locator setting out the address of a webpage or other file on the Internet.

2.2 Subject to Section 16, references to "indemnifying" any person against any circumstance include indemnifying and holding that person harmless from all actions, claims and proceedings from time to time made against that person and all loss, damage, payments, cost or expenses suffered made or incurred by that person as a consequence of that circumstance;

2.3 The applicable schedules to this Agreement form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the applicable schedules. To the extent that there is an inconsistency between the terms of the body of this Agreement and its Schedules, the terms of the body of this Agreement shall prevail.

3. Provisioning the Subscription Service

Provided that Network Solutions is able to validate, to its satisfaction, the Subscriber Data, and that Network Solutions accepts a Subscriber's application for the Subscription Service (as such application is set out in the Enrollment Form), Network Solutions shall provide to the Subscriber the Subscription Service in accordance with the terms of this Agreement and the applicable Schedules. Notwithstanding the foregoing, Network Solutions reserves the right to refuse a Subscriber's application at its sole discretion and for any reason.

4. Use of the Subscription Service

4.1 The Subscription Service is provided by Network Solutions for the Subscriber's own use and the Subscriber hereby agrees not to resell or attempt to resell (or provide in any form whether for consideration or not) the Subscription Service (or any part of it) to any third party and shall not allow any third party to use the Subscription Service without the prior written consent of Network Solutions.

4.2 The Subscriber shall:

4.2.1 Use or access the Subscription Service only in conjunction with the Software or other software that may be provided by Network Solutions from time to time or specified by Network Solutions to be appropriate for use in conjunction with the Subscription Service.

4.2.2 Be responsible, at its own expense, for access to the Internet and all other communications networks (if any) required in order to use the Subscription Service and for the provision of all computer and telecommunications equipment and software required to use the Subscription Service except where expressly provided otherwise herein;

4.2.3 Obtain and keep in force any authorization, permission or license necessary for the Subscriber to use the Subscription Service save where Network Solutions expressly agrees to obtain the same under the terms of this Agreement;

4.2.4 Be responsible for the generation of any Private Key belonging to the Subscriber and shall take all reasonable precautions to prevent any violation of, loss of control over, or unauthorized disclosure of confidential information relating to the Subscription Service; and

4.2.5 Bind each and every Relying Party using the Subscriber's Network Solutions Certificate(s) and/or Assured Site Seal(s) to the following terms:

"By relying upon a Network Solutions digital certificate and/or site seal on this site, the user agrees to be bound by the Network Solutions Relying Party Agreement, which is incorporated herein in its entirety, and which can be found at <http://www.networksolutions.com/legal/SSL-legal-repository-rpa.jsp>."

4.3 The Subscriber shall not use the Subscription Service to transmit (either by sending by e-mail or uploading using any format of communications protocol), receive (either by soliciting an e-mail or downloading using any format of communications protocol), view or in any other way use any information which may be illegal, offensive, abusive, contrary to public morality, indecent, defamatory, obscene or menacing, or which is in breach of confidence, copyright or other intellectual property rights of any third party, cause distress, annoyance, denial of any service, disruption or inconvenience, send or provide advertising or promotional material or other form of unsolicited bulk correspondence or create a Private key which is identical or substantially similar to any Public Key.

4.4 The Subscriber acknowledges and agrees that any SSL Certificate or Site Seal "Guarantee" or other guarantee described in the CPS and provided by Network Solutions in connection with any Digital Certificate and/or Site Seal is provided solely for the benefit of Relying Parties, and Subscriber shall have no rights with respect thereto, including, but not limited to, any right to enforce the terms of or make any claim under any such guarantee.

5. License of Subscription Service Technology

5.1 Network Solutions grants the Subscriber a revocable, non-exclusive, non-transferable personal license to use any SSL Certificates and Site Seals provided to Subscriber by Network Solutions in accordance with the Subscription Service, any Digital Signature generated using the Subscriber's Public Key and Private Key and any manuals or other documents relating to the above insofar as is necessary for the Subscriber to utilize the Subscription Service.

5.2 The Subscriber shall not copy or decompile, enhance, adapt or modify or attempt to do the same to the SSL Certificates, Site Seals, Public Keys and Private Keys, or any Digital Signature generated using any Public Key or Private Key, or any documents or manuals relating to the same, without Network Solutions' prior written consent.

6. Payment Terms

6.1 The amount due to be paid to Network Solutions by the Subscriber for the Subscription Service shall be set forth during the registration process at the Network Solutions Web site. The amount due shall be paid by the Subscriber on or before the Issue Date.

6.2 All payments made by the Subscriber to Network Solutions for the Subscription Service shall be non-refundable.

7. Security

7.1 The Subscriber shall take all reasonable measures to ensure the security and proper use of all personal identification numbers, Private Keys and passwords used in connection with the Subscription Service. The Subscriber shall also immediately inform Network Solutions if there is any reason to believe that a personal identification number, Private Key or password has or is likely to become known to someone not authorized to use it, or is being, or is likely to be used in an unauthorized way, or if any of the Subscriber Data provided by the Subscriber using the on-line registration process or subsequently notified to Network Solutions ceases to remain valid or correct or otherwise changes.

7.2 The Subscriber shall have sole responsibility for all statements, acts and omissions which are made under any password provided by it to Network Solutions.

7.3 Network Solutions reserves the right to revoke a Subscriber's SSL Certificate or Site Seal in the event that Network Solutions has reasonable grounds to believe that:

7.3.1 a personal identification number, Private Key or password has, or is likely to become known to someone not authorized to use it, or is being or is likely to be used in an unauthorized way;

7.3.2 a Subscriber's SSL Certificate or Site Seal has not been issued in accordance with the policies set out in the Network Solutions CPS;

7.3.3 the Subscriber has requested that its SSL Certificate or Site Seal be revoked;

7.3.4 there has been, there is, or there is likely to be a violation of, loss of control over, or unauthorized disclosure of Confidential Information relating to the Subscription Service; or

7.3.5 the Subscriber Data is no longer correct or accurate, save that Network Solutions has no obligation to monitor or investigate the accuracy of information in a SSL Certificate or associated with a Site Seal after the Issue Date of that SSL Certificate or Site Seal; or

7.3.6 the Subscriber has used the Subscription Service with third party software not authorized by Network Solutions for use with the Subscription Service; and Network Solutions may, at its sole discretion, after revocation of a SSL Certificate or Site Seal, reissue a SSL Certificate or Site Seal to the Subscriber or terminate this Agreement in accordance with the provisions of section 15 herein.

7.4 The Subscriber agrees to discontinue all use of the Subscriber's SSL Certificate and Site Seal if the Subscriber's SSL Certificate or Site Seal is revoked in accordance with this Agreement, the Subscription Service Period expires, this Agreement is terminated, or any of the information constituting the Subscriber Data ceases to remain valid or correct or otherwise changes.

8. Privacy Policy

The Subscriber agrees to be bound by the Network Solutions privacy policy as specified at "<http://customersupport.networksolutions.com/article.php?id=306> ("Privacy Policy"). The Privacy Policy sets forth your and our rights and responsibilities with regard to your personal information. You agree that we, at our sole discretion, may modify our Privacy Policy. We will post such revised statement on our Web site at least thirty (30) calendar days before it becomes effective. You agree that, by using our services after modifications to the Privacy Policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our Privacy Policy. You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected, (ii) the intended recipients or categories of recipients of the third party's personal data, (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the data held about them. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

9. Confidentiality

9.1 Neither party shall use any Confidential Information other than for the purpose of performing its obligations under this Agreement or as otherwise permitted pursuant to this Agreement. All uses of Confidential Information provided by Subscriber, except as otherwise provided herein, are subject to the Network Solutions Privacy Policy as specified in section 8 herein.

9.2 Each party shall procure an agreement from any person to whom Confidential Information is disclosed, that they will comply with the restrictions set out in this section 9 as if such person were a party to this Agreement.

9.3 Notwithstanding the previous provisions of this section 9, either Party may disclose Confidential Information if and to the extent required by law, for the purpose of any judicial proceedings or any securities exchange or regulatory or governmental body to which that party is subject, wherever situated, whether or not the requirement for information has the force of law, and if and to the extent the information has come into the public domain through no fault of that party. Should a Party be required to disclose Confidential Information pursuant to this section, the Party shall promptly give notice of such requirement to the other Party prior to disclosing the Confidential Information.

9.4 The restrictions contained in this section 9 shall continue to apply to each party for the duration of this Agreement and for the period of 5 years following the termination of this Agreement.

10. Subscriber Data

10.1 The Subscriber acknowledges that in order to provide the Subscription Service the Selected Subscriber Data shall be embedded in the Subscriber's SSL Certificates and Site Seals and the Subscriber hereby consents to the disclosure to third parties of such Selected Subscriber Data held therein.

10.2 The Subscriber hereby grants Network Solutions permission to examine, evaluate, process and in some circumstances transmit to third parties located outside the United States the Subscriber Data insofar as is reasonably necessary for Network Solutions to provide the Subscription Service.

10.3 Network Solutions shall in performing its obligations under this Agreement, take reasonable measures, pursuant to its obligations under the Network Solutions CPS, against the unauthorized or unlawful processing of personal data and against actual loss or destruction of or damage to such data.

11. Intellectual Property Rights

11.1 The Subscriber agrees not to use the Network Solutions name, brand, trademarks, service marks, logos, or any other intellectual property in any way except with Network Solutions' prior written consent.

11.2 Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software ("Network Solutions Intellectual Property Rights") are owned by Network Solutions or its licensors, and you agree to make no claim of interest in or ownership of any such Network Solutions Intellectual Property Rights. You acknowledge that no title to the Network Solutions Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the Network Solutions or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that you create any derivative work (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 Network Solutions and all right, title and interest in and to each such derivative work shall automatically vest in Network Solutions. Network Solutions shall have no obligation to grant you any right in or to any such derivative work.

12. Network Solutions Obligations

Network Solutions agrees to:

12.1 provide the Subscription Service with the reasonable skill and care of a competent provider of similar SSL Certificate or Site Seal services;

12.2 take reasonable care to investigate and verify prior to the Issue Date the accuracy of the information to be incorporated in the Digital Certificate or Site Seal in accordance with the procedures set out in the applicable Schedules to this Agreement ;

12.3 use commercially reasonable efforts to provide the Subscription Service within a reasonable period of time after the Effective Date if Subscriber's application for the Subscription Service is accepted by Network Solutions. However, Subscriber agrees that Network Solutions is under no obligation to accept Subscriber's application(s) and has no liability to the Subscriber for refusal to provide the Subscription Service (or any part thereof), except that Network Solutions will, in such a situation, refund any fee, if any, paid by Subscriber to Network Solutions; and ;

12.4 maintain a copy in the Repository and details in the CRL of each Digital Certificate which has been revoked or has expired for a reasonable period after the Digital Certificate's revocation or expiry.

13. Subscriber Warranties, Representations and Indemnities

13.1 The Subscriber warrants, represents and undertakes that:

13.1.1 all Subscriber Data is, and any other documents or information provided by the Subscriber are, and will remain accurate and will not include any information or material (or any part thereof) the accessing or use of which would be unlawful, contrary to public interest or otherwise likely to damage the business or reputation of Network Solutions in any way;

13.1.2 it has and will comply with all applicable consumer and other laws, regulations, instructions and guidelines, with all relevant licenses and with all other codes of practice which apply to the Subscriber or Network Solutions and that the Subscriber has obtained all licenses and consents necessary to fully perform its obligations under this Agreement; and

13.1.3 it has full power and authority to enter into this Agreement and to perform all of its obligations under this Agreement.

13.2 Subscriber shall promptly disclose in writing to Network Solutions anything that constitutes a breach of, or is inconsistent with, any of the warranties and representations in section 13.1.

13.3 Subscriber shall indemnify Network Solutions against any claims or legal proceedings which are brought or threatened against Network Solutions by any third party as a result of the Subscriber's breach of any of the provisions of this Agreement. Network Solutions will notify the Subscriber of any such claims or proceedings and keep the Subscriber informed as to the progress of such claims or proceedings.

13.4 The Subscriber agrees not to make any representations regarding the Subscription Service to any third party except as first agreed to in writing by Network Solutions.

14. Exclusion of Warranties

EXCEPT AS OTHERWISE PROVIDED UNDER THIS AGREEMENT, ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

15. Term and Termination

15.1 This Agreement shall commence on the Effective Date and shall continue for the Subscription Service Period unless terminated earlier in accordance with this Section 15.

15.2 Either party may terminate this Agreement for convenience by providing to the other 20 Business Days' written notice.

15.3 This Agreement may be terminated forthwith or on the date specified in the notice:

15.3.1 by either party if the other commits any material breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 20 Business Days of a written request by the other party to remedy the same, or by either party if in respect of the other party an Insolvency Event occurs or that other party ceases to carry on its business;

15.3.2 by Network Solutions in the event a SSL Certificate or Site Seal is revoked in accordance with the provisions of Section 7.3 or if Network Solutions is unable to validate, to its satisfaction, all or part of the Subscriber Data.

16. Consequences of Termination

If this Agreement is terminated by Network Solutions under Section 15 for any reason or under Section 18, Network Solutions may (in the event that a Subscriber's SSL Certificate or Site Seal has not already been revoked) revoke the Subscriber's SSL Certificate and/or Site Seal without further notice to the Subscriber and the Subscriber shall pay any amounts due to Network Solutions under this Agreement. Network Solutions shall have no obligation to refund any payment by the Subscriber to Network Solutions in the event of any termination of this Agreement.

17. Limitation of Liability

17.1 YOU AGREE THAT OUR ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY NETWORK SOLUTIONS SERVICE(S) PROVIDED UNDER THIS AGREEMENT AND/OR FOR ANY BREACH OF THIS AGREEMENT IS SOLELY LIMITED TO THE AMOUNT YOU PAID FOR SUCH SERVICE(S) DURING THE TERM OF THIS AGREEMENT. IN NO EVENT SHALL NETWORK SOLUTIONS, ITS LICENSORS AND CONTRACTORS (INCLUDING THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF NETWORK SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN NETWORK SOLUTIONS' LIABILITY IS LIMITED TO THE FULL EXTENT PERMITTED BY LAW IN SUCH STATE.

17.2 YOU FURTHER AGREE THAT UNDER NO CIRCUMSTANCES WILL NETWORK SOLUTIONS BE LIABLE TO THE SUBSCRIBER FOR ANY LOSS SUFFERED BY THE SUBSCRIBER DUE TO USE OF THE DIGITAL CERTIFICATE OR SITE SEAL OUTSIDE THE SCOPE OF USE AS SPECIFIED IN SECTION 3 OF THE APPLICABLE SCHEDULES OF THIS AGREEMENT.

17.3 YOU FURTHER AGREE THAT NETWORK SOLUTIONS SHALL NOT BE LIABLE TO THE SUBSCRIBER FOR ANY LOSS, INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, SUFFERED BY ANY PARTY DUE TO THE LOSS, THEFT, UNAUTHORIZED DISCLOSURE, UNAUTHORIZED MANIPULATION, ALTERATION, LOSS OF USE, OR ANY OTHER COMPROMISE OF ANY PRIVATE KEY USED BY THE SUBSCRIBER.

18. Force Majeure

18.1 Neither party hereto shall be liable for any breach of its obligations hereunder resulting from a Force Majeure Event.

18.2 Each of the parties hereto agrees to give written notice forthwith to the other upon becoming aware of a Force Majeure Event such notice to contain details of the circumstances giving rise to the Force Majeure Event and its anticipated duration. If such duration is more than 20 days then the party not in default shall be entitled to terminate this agreement, with neither party having any liability to the other in respect of such termination.

18.3 The party asserting a Force Majeure Event shall not be excused performance of its obligations unaffected by such a Force Majeure Event and shall endeavor to seek an alternative way of fulfilling its affected obligations without any materially adverse affect on the other party.

19. Notices

19.1 Except as expressly provided otherwise herein, all notices to Network Solutions shall be in writing and delivered via overnight courier or certified mail, return receipt requested to Network Solutions, LLC, Attention: Chief Legal Officer, 12808 Gran Bay Parkway West, Jacksonville, FL 32258. All notices to you shall be delivered to your mailing address or e-mail address as provided in your account information.

19.2 You authorize us to contact you as our customer via telephone, at the number provided by you in your account information (as updated by you pursuant to this Agreement), which telephone number is incorporated herein by reference, e-mail or postal mail regarding information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails, telephone solicitations and other notices describing changes, upgrades, new products and services or other information pertaining to Internet security or to enhance your identity on the Internet and/or other relevant matters.

20. Waiver and Severability

20.1 In the event that any one or more of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement will not be affected, impaired or invalidated. If the absence of the invalid, void or unenforceable provision(s) adversely affects the substantive rights of either of the parties, the parties agree to replace such provision(s) or parts thereof with new provision(s) that closely approximate the economic and proprietary results intended by the parties.

20.2 No waiver, delay or discharge by a Party will be valid unless in writing and signed by an authorized representative of the Party against which its enforcement is sought. Neither the failure of either Party to exercise any right of termination, nor the waiver of any default will constitute a waiver of the rights granted in the Agreement with respect to any subsequent or other default.

21. Entire Agreement; Modifications by Network Solutions

21.1 This Agreement and applicable Schedules and all documents referred to herein contain the entire and exclusive agreement and understanding between the parties on the subject matter contained herein and supersedes all prior agreements, understandings and arrangements relating thereto. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to this Agreement except as may be expressly stated in this Agreement.

21.2 Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may:

(1) revise the terms and conditions of this Agreement; and/or

(2) change part of the services provided under this Agreement at any time. Any such revision or change will be binding and effective 30 days after posting of the revised Agreement or change to the service(s) in the Network Solutions Repository, or upon notification to you by e-mail or United States mail. You agree to periodically review the documents in our Repository, including the current version of this Agreement, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, except as expressly noted otherwise in one or more of the Schedules to this Agreement, but you will not incur any additional fees unless otherwise specified herein or on our Web site. By continuing to use the Subscription Service(s) after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for our services; or in (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Network Solutions is authorized to alter or amend the terms and conditions of this Agreement.

22. Assignment

The Subscriber may not assign or transfer or purport to assign or transfer any right or obligation under this Agreement without first obtaining Network Solutions' prior written consent. Network Solutions may assign or transfer this agreement in its sole discretion.

23. Governing Law and Jurisdiction

This Agreement and all matters arising from, out of, or in connection with, or that are related in any way to this Agreement, are governed by and shall be construed in accordance with Virginia law (excluding its conflict of laws rules) and the parties hereby submit to the exclusive jurisdiction and venue of the state and federal courts in Fairfax County, Virginia and the Eastern District of Virginia, respectively, for resolution of any and all disputes that arise from, out of or in connection with, or that are related in any way to the Agreement.

24. Rights of Third Parties

The parties agree that there shall be no third party beneficiaries under this Agreement.

[Back to Top](#)

Schedule A

Additional Terms Applicable to Network Solutions nsProtect™ Secure Basic SSL Service

1. Definitions used in this Schedule

"Certificate Signing Request" means an electronic data file created by the Subscriber using the Subscriber's installed SSL or TLS enabled web server software;

"Fully Qualified Domain Name" means a domain name that fully specifies a host and a domain name, including a top-level domain, such as www.networksolutions.com;

"Root Domain Name" means the highest level of a URL that identifies multiple directories on the Server;

"Secure Server Certificate" means the Digital Certificate produced pursuant to the Subscription Service described in this Schedule;

"Server" means the Subscriber's server operating at the IP address identified by either a Root Domain Name or Fully Qualified Domain Name provided by the Subscriber to Network Solutions and which is cryptographically bound to the public key set out in the Secure Server Certificate.

2. The Subscription Service

2.1 Network Solutions shall provide a Secure Server Certificate designed for installation within the Subscriber's SSL enabled web server software and for use with an SSL v3 or TLS v 1.0 enabled web browser. The Secure Server Certificate shall, in accordance with the Charges paid by the Subscriber either: cryptographically bind a Public Key to a Server operating at a Fully Qualified Domain Name; or cryptographically bind a Public Key to a Server operating at a Root Domain Name. In both cases, the Public Key is used in the SSL/TLS Protocol to authenticate the Server and establish an encrypted session between an SSL v3 enabled web browser and the Subscriber's Server.

2.2 Network Solutions shall also provide a Secure Site Seal, as defined in the Network Solutions CPS and/or accompanying graphics or logos to the Subscriber.

3. **Scope of Use**

3.1 The Subscriber may only use the Secure Server Certificate for the purpose of authenticating the Server and establishing an encrypted session between an SSL v3 enabled web browser and the Subscriber.

3.2 The total value of any transaction entered into by the Subscriber while using the Secure Server Certificate must not exceed \$10,000.

3.3 The Subscriber may only use the Site Seal and/or related hyperlinks for the purpose of placement on the Subscriber's websites using the Network Solutions SSL Certificates provided under this Agreement.

4. **Subscription Service Period**

The Subscription Service Period shall commence on the date of purchase and shall continue for the period specified by the Subscriber in the Enrollment Form during on-line registration or until revocation of the SSL Certificates by Network Solutions in accordance with the terms of this Agreement, whichever is earlier.

5. **Subscriber Data**

5.1 The Subscriber shall provide the following Subscriber Data: Certificate Signing Request (CSR) (SSD), Company Name (SSD), Street address 1, Street Address 2, PO Box, City (SSD), County/State (SSD), Postal/Zip code, Domain Name (SSD), an account username, an account password, Administrator contact details, proof of existence and organizational status (if applicable), proof of applicant's identity, and an acknowledgement of Subscriber's consent to the terms of this Agreement. Items marked as SSD will be embedded into the Subscriber's Secure Server Certificate.

5.2 The Subscriber hereby consents to the disclosure to third parties of the Subscriber Data provided by the Subscriber through the on-line registration Enrollment Form to the extent necessary to provide the Subscription Service

[Back to Top](#)

Schedule B

Additional Terms Applicable to the Network Solutions nsProtect™ Secure Advanced SSL Service

1. **Definitions used in this Schedule**

"Certificate Signing Request" means an electronic data file created by the Subscriber using the Subscriber's installed SSL or TLS enabled web server software;

"Fully Qualified Domain Name" means a domain name that fully specifies a host and a domain name, including a top-level domain, such as www.networksolutions.com;

"Root Domain Name" means the highest level of a URL that identifies multiple directories on the Server;

"Secure Server Certificate" means the SSL Certificate produced pursuant to the Subscription Service described in this Schedule;

"Server" means the Subscriber's server operating at the IP address identified by either a Root Domain Name or Fully Qualified Domain Name provided by the Subscriber to Network Solutions and which is cryptographically bound to the public key set out in the Secure Server Certificate.

2. **The Subscription Service**

2.1 Network Solutions shall provide a Secure Server Certificate designed for installation within the Subscriber's SSL enabled Web server software and for use with an SSL v3 or TLS v 1.0 enabled web browser. The Secure Server Certificate shall, in accordance with the Charges paid by the Subscriber either: cryptographically bind a Public Key to a Server operating at a Fully Qualified Domain Name; or cryptographically bind a Public Key to a Server operating at a Root Domain Name. In both cases, the Public Key is used in the SSL/TLS Protocol to authenticate the Server and establish an encrypted session between an SSL v3 enabled web browser and the Subscriber's Server.

2.2 Network Solutions shall also provide a Site Seal.

3. **Scope of Use**

3.1 The Subscriber may only use the Secure Server Certificate for the purpose of authenticating the Server and establishing an encrypted session between an SSL v3 enabled web browser and the Subscriber.

3.2 The total value of any transaction entered into by the Subscriber while using the Secure Server Certificate must not exceed \$10,000.

3.3 The Subscriber may only use the Site Seal and/or related hyperlinks for the purpose of placement on the Subscriber's websites using the Network Solutions SSL Certificates provided under this Agreement.

4. **Subscription Service Period**

The Subscription Service Period shall commence on the date of purchase and shall continue for the period specified by the Subscriber in the Enrollment Form during on-line registration or until revocation of the Digital Certificates by Network Solutions in accordance with the terms of this Agreement, whichever is earlier.

5. **Subscriber Data**

5.1 The Subscriber shall provide the following Subscriber Data: Certificate Signing Request (CSR) (SSD), Company Name (SSD), Street address 1, Street Address 2, PO Box, City (SSD), County/State (SSD), Postal/Zip code, Domain Name (SSD), an account username, an account password, Administrator contact details, proof of existence and organizational status (if applicable), proof of applicant's identity, and an acknowledgement of Subscriber's consent to the terms of this Agreement. Items marked as SSD will be embedded into the Subscriber's Secure Server Certificate.

5.2 The Subscriber hereby consents to the disclosure to third parties of the Subscriber Data provided by the Subscriber through the on-line registration Enrollment Form to the extent necessary to provide the Subscription Service.

[Back to Top](#)

Schedule C

Additional Terms Applicable to the Network Solutions nsProtect™ Secure Wildcard SSL Service

1. **Definitions used in this Schedule**

"Certificate Signing Request" means an electronic data file created by the Subscriber using the Subscriber's installed SSL or TLS enabled web server software;

"Fully Qualified Domain Name" means a domain name that fully specifies a host and a domain name, including a top-level domain, such as www.networksolutions.com;

"Root Domain Name" means the highest level of a URL that identifies multiple directories on the Server;

"Secure Server Certificate" means the SSL Certificate produced pursuant to the Subscription Service described in this Schedule;

"Server" means the Subscriber's server operating at the IP address identified by either a Root Domain Name or Fully Qualified Domain Name provided by the Subscriber to Network Solutions and which is cryptographically bound to the public key set out in the Secure Server Certificate.

"Wildcard" means the use of a wildcard character (*) in the subdomain field of the Certificate to enable to Certificate to be used across more than one subdomain;

2. **The Subscription Service**

2.1 Network Solutions shall provide to the Subscriber a Secure Server Certificate designed for installation within the Subscriber's SSL enabled web server software and for use with an SSL v3 or TLS v 1.0 enabled web browser. The Secure Server Certificate shall either: cryptographically bind a Public Key to a Server operating at a Fully Qualified Domain Name; or cryptographically bind a Public Key to a Server operating at a Root Domain Name. In both cases, the Public Key is used in the SSL/TLS Protocol to authenticate the Server and establish an encrypted session between an SSL v3 enabled web browser and the Subscriber's Server.

2.2 Network Solutions shall also provide to the Subscriber a Secure Site Seal.

3. **Scope of Use**

3.1 The Subscriber may only use the Secure Server Certificate for the purpose of authenticating the Server and establishing an encrypted session between an SSL v3 enabled web browser and the Subscriber.

3.2 Unless hosted on Network Solutions managed servers, the Certificate may be used on no more than one physical server at a time.

3.3 The total value of any transaction entered into by the Subscriber while using the Secure Server Certificate must not exceed \$10,000.

3.4 The Subscriber may only use the Site Seal and/or related hyperlinks for the purpose of placement on the Subscriber's websites using the Network Solutions nsProtect™ Secure Services provided under this Agreement.

4. **Subscription Service Period**

The Subscription Service Period shall commence on the date of purchase and shall continue for the period specified by the Subscriber in the Enrollment Form during on-line registration or until revocation of the Digital Certificates by Network Solutions in accordance with the terms of this Agreement, whichever is earlier.

5. **Subscriber Data**

5.1 The Subscriber shall provide the following Subscriber Data: Certificate Signing Request (CSR) (SSD), Company Name (SSD), Street address 1, Street Address 2, PO Box, City (SSD), County/State (SSD), Postal/Zip code, Domain Name (SSD), an account username, an account password, Administrator contact details, proof of existence and organizational status (if applicable), proof of applicant's identity, and an acknowledgement of Subscriber's consent to the terms of this Agreement. Items marked as SSD will be embedded into the Subscriber's Secure Server Certificate.

5.2 The Subscriber hereby consents to the disclosure to third parties of the Subscriber Data provided by the Subscriber through the on-line registration Enrollment Form to the extent necessary to provide the Subscription Service.

[Back to Top](#)

Schedule D

Additional Terms Applicable to the Network Solutions nsProtect™ Assured Site Seal Services

1. **The Subscription Service**

Network Solutions shall provide to the Subscriber an nsProtect™ Assured Site Seal.

2. **Scope of Use**

2.1 The Subscriber may only use the Site Seal for the purpose of identifying the specific website or authenticating the specific URL for which the Site Seal has been issued.

2.2 The total value of any transaction entered into by the Subscriber while using the Subscription Service must not exceed \$10,000.

3. **Subscription Service Period**

The Subscription Service Period shall commence on the date of purchase and shall continue for the period specified by the Subscriber in the Enrollment Form during on-line registration or until revocation of the Digital Certificates by Network Solutions in accordance with the terms of this Agreement, whichever is earlier.

4. **Subscriber Data**

4.1 The Subscriber shall provide the following Subscriber Data: Company Name (SSD), Street address 1, Street Address 2, PO Box, City (SSD), County/State (SSD), Postal/Zip code, Domain Name (SSD), Subscriber's Corporate Logos, Account user name, Account password, Administrator contact details, proof of existence and organizational status (if applicable), proof of applicant's identity, and an acknowledgement of Subscriber's consent to the terms of this Agreement. Items marked as SSD will be embedded into the Subscriber's Site Seal and all other data referenced in this section shall be made available to the Relying Party via the Site Seal service.

4.2 The Subscriber hereby consents to the disclosure to third parties of the Subscriber Data provided by the Subscriber through the on-line registration Enrollment Form to the extent necessary to provide the Subscription Service.

[Back to Top](#)

Schedule E

Additional Terms Applicable to the Network Solutions nsProtect™ Xpress SSL Service

1. Definitions used in this Schedule

"Certificate Signing Request" means an electronic data file created by the Subscriber using the Subscriber's installed SSL or TLS enabled web server software;

"Fully Qualified Domain Name" means a domain name that fully specifies a host and a domain name, including a top-level domain, such as www.networksolutions.com;

"Root Domain Name" means the highest level of a URL that identifies multiple directories on the Server;

"Secure Server Certificate" means the Digital Certificate produced pursuant to the Subscription Service described in this Schedule;

"Server" means the Subscriber's server operating at the IP address identified by either a Root Domain Name or Fully Qualified Domain Name provided by the Subscriber to Network Solutions and which is cryptographically bound to the public key set out in the Secure Server Certificate.

2. The Subscription Service

2.1 Network Solutions shall provide a Secure Server Certificate designed for installation within the Subscriber's SSL enabled web server software and for use with an SSL v3 or TLS v 1.0 enabled web browser. The Secure Server Certificate shall, in accordance with the Charges paid by the Subscriber either: cryptographically bind a Public Key to a Server operating at a Fully Qualified Domain Name; or cryptographically bind a Public Key to a Server operating at a Root Domain Name. In both cases, the Public Key is used in the SSL/TLS Protocol to authenticate the Server and establish an encrypted session between an SSL v3 enabled web browser and the Subscriber's Server.

2.2 Network Solutions shall also provide a Secure Site Seal, as defined in the Network Solutions CPS and/or accompanying graphics or logos to the Subscriber.

3. Scope of Use

3.1 The Subscriber may only use the Secure Server Certificate for the purpose of authenticating the Server and establishing an encrypted session between an SSL v3 enabled web browser and the Subscriber.

3.2 The total value of any transaction entered into by the Subscriber while using the Secure Server Certificate must not exceed \$10,000.

3.3 The Subscriber may only use the Site Seal and/or related hyperlinks for the purpose of placement on the Subscriber's websites using the Network Solutions SSL Certificates provided under this Agreement.

4. Subscription Service Period

The Subscription Service Period shall commence on the date of purchase and shall continue for the period specified by the Subscriber in the Enrollment Form during on-line registration or until revocation of the SSL Certificates by Network Solutions in accordance with the terms of this Agreement, whichever is earlier.

5. Subscriber Data

5.1 The Subscriber shall provide the following Subscriber Data: Certificate Signing Request (CSR) (SSD), Organization Name, Street address 1, Street Address 2, PO Box, City, County/State, Postal/Zip code, Domain Name (SSD), an account username, an account password, Order contact details and an acknowledgement of Subscriber's consent to the terms of this Agreement. Items marked as SSD will be embedded into the Subscriber's Secure Server Certificate.

5.2 The Subscriber hereby consents to the disclosure to third parties of the Subscriber Data provided by the Subscriber through the on-line registration Enrollment Form to the extent necessary to provide the Subscription Service.

Please visit the Repository or contact Network Solutions for the publication date of this version.

[Back to Top](#)