

MANAGED PKI FOR SSL AND MANAGED PKI FOR SSL PREMIUM EDITION PURCHASE AGREEMENT

THIS MANAGED PKI FOR SSL AND MANAGED PKI FOR SSL PREMIUM EDITION AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN MSC TRUSTGATE.COM ("MSC TRUSTGATE.COM"), AND THE ENTITY EXECUTING THIS AGREEMENT ("RA"). THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS APPLICABLE TO RA IN PURCHASING EITHER MANAGED PKI FOR SSL OR MANAGED PKI FOR SSL PREMIUM EDITION (BOTH FORMERLY REFERRED TO AS "ONSITE"). RA MUST READ THIS AGREEMENT CAREFULLY. BY CLICKING "ACCEPT" BELOW OR BY ACCEPTING A CERTIFICATE, RA AGREES TO BECOME A PARTY TO, AND BE BOUND BY, THE TERMS OF THIS AGREEMENT. BY CLICKING "DECLINE" BELOW, RA INDICATES THAT IT DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, AND WILL NOT BE AN MSC TRUSTGATE.COM RA.

1. Definitions. The capitalized terms used in this Agreement shall have the following meanings unless otherwise specified:

"Affiliated Individuals" shall mean a natural person that is related to a given entity (i) as an officer, director, employee, partner, contractor, intern, or other person within the entity, (ii) as a member of a MSC Trustgate.com registered community of interest, or (iii) as a person maintaining a relationship with the entity where the entity has business or other records providing appropriate assurances of the identity of such person.

"Certification Authority" or "CA" shall mean an entity authorized to issue, manage, revoke, and renew Certificates in the VTN.

"Certificate" shall mean a Server Certificate or Global Server Certificate.

"CPS" shall mean the MSC Trustgate.com Certification Practice Statement, as amended from time to time, which may be accessed at <https://www.msctrustgate.com/repository.htm>.

"Erroneous Issuance" shall mean (a) issuance of a Certificate in a manner not materially in accordance with the procedures required by the CPS, the Handbook, or the RA Requirements; (b) issuance of a Certificate to an entity other than the one named as the subject of the Certificate; or (c) issuance of a Certificate without the authorization of the entity named as the subject of such Certificate.

"Global Server Certificate" shall mean a Class 3 organizational certificate used to support SSL sessions between a web browser and web server that uses stronger encryption than an Server Certificate.

"Handbook" shall mean the Managed PKI for SSL Administrator's Handbook, as amended from time to time, which may be accessed at <https://www.msctrustgate.com/products/onsite/docs/index.html> and which sets forth the operational requirements and practices for RAAs.

"Impersonation" shall mean requesting and being issued a Certificate based on false or falsified information relating to naming or identity.

"Licensed Certificate Option" shall mean the specific licensing option on the enrollment screen that permits a Subscriber to use of a Certificate on one physical Device and obtain additional Certificate

licenses for each physical server that each Device manages, or where replicated Certificates may otherwise reside.

“Managed PKI for SSL End User Subscriber Agreement” shall mean an agreement that provides the terms of use for Certificate applicants who request Certificates from RAA.

“Organization” shall mean the Organization named in RA’s Registration Authority Application and any other application named hereunder.

“Registration Authority” or “RA” shall mean an individual and/or entity approved by a CA to assist Certificate Applicants in applying for Certificates, and to approve or reject Certificate Applications, revoke Certificates, or renew Certificates.

“RAA” shall mean Registration Authority Administrator(s) appointed in accordance with Section 6.1.

“RAA Certificate” shall mean a Class 3 RAA Administrator Certificate.

“RAA Certificate Application” shall have the meaning set forth in Section 3.

“RA Requirements” shall mean the summary of CPS control and security requirements applicable to Registration Authorities, which is appended to and included in the Handbook.

“Server Certificate” shall mean a Class 3 organizational certificate used to support SSL sessions between a web browser and web server that uses encryption.

“VTN” shall mean the VeriSign Trust NetworkSM, a global public key infrastructure that provides digital certificates for both wired and wireless applications.

2. Description of Managed PKI for SSL and Managed PKI for SSL Premium Edition Services. By clicking the “I Accept” button at the end of this Agreement, RA is agreeing to use either MSC Trustgate.com’s Managed PKI for SSL or Managed PKI for SSL Premium Edition (“the Service”) on the terms and conditions set forth herein. RA wishes to become a Registration Authority within MSC Trustgate.com’s Subdomain of the VTN controlled by MSC Trustgate.com. A Registration Authority assists other persons or entities in applying for Certificates, approving Certificate applications, and (where necessary) requesting revocation of their Certificates. MSC Trustgate.com will issue, manage, suspend, revoke, and/or renew Certificates in accordance with RA’s instructions and the CPS. Use of the Service involves RA applying for and obtaining one or more RAA Certificates and Certificates in accordance with the procedures below.

3. Processing The RAA Certificate Application (“RAA Cert Application”). Upon MSC Trustgate.com’s receipt of the necessary payment and upon completion of authentication procedures required for the RAA Certificate, MSC Trustgate.com will process RA’s RAA Certificate Application. MSC Trustgate.com will notify RA whether RA’s RAA Certificate Application is approved or rejected. If the RAA Certificate Application is approved, MSC Trustgate.com will issue an RAA Certificate for RAA’s use in accordance with this Agreement. RAA’s use of the Personal Identification Number (“PIN”) from MSC Trustgate.com to pick up the RAA Certificate or otherwise installing or using the RAA Certificate is considered RAA acceptance of the RAA Certificate. After the RAA picks up or otherwise installs the RAA Certificate, the RAA must review the information in it before using it and promptly notify MSC Trustgate.com of any errors. Upon receipt of such notice, MSC Trustgate.com may revoke the RAA Certificate and issue a corrected RAA Certificate.

4. Incorporated by Reference. The Handbook and the RA Requirements, as periodically amended, are incorporated herein by reference. MSC Trustgate.com shall post a notice of any amendments to its website.

5. Insurance Coverage. RA shall, at its own expense, maintain standard errors and omissions insurance in an amount that is commercially reasonable. Upon MSC Trustgate.com's request, RA shall furnish proof of such insurance to MSC Trustgate.com. This Section does not apply to governmental agencies.

6. RA's Duties as a Registration Authority.

6.1 Appointments. RA shall appoint one or more authorized RA employees as RAA(s). Specifically, RA hereby appoints the Person(s) listed on the enrollment form as RAA(s). Such RAA(s) shall be entitled to appoint additional RAAs on RA's behalf. Upon approval of the RAA Certificate Application(s) of the RAA(s), MSC Trustgate.com shall issue an RAA Certificate to each such RAA.

6.2 Registration Authority Requirements. RA shall comply with RA Requirements, including without limitation requirements for validating the information in Certificate applications, approving or rejecting such applications, using hardware and software designated by MSC Trustgate.com, and requesting revocations. Upon RA's approval of an application, MSC Trustgate.com (a) shall be entitled to rely upon the correctness of the information in each such approved application, and (b) shall issue a Certificate to the Certificate Applicant submitting such application.

6.3 Validation. RA shall approve a Certificate application only if (i) the application was made on behalf of a server within RA's Organization; (ii) RA has authorized the use of RA's organizational name in the Certificate; (iii) and RA has authorized the use of a domain name ending in the domain name listed in RA's RAA Certificate(s) (For example, if RA's domain name in its RAA Certificate(s) is "company.com," then Certificate applicants can only request Certificates under this Agreement if their domain names end in "company.com.")

6.4 Authorization to Act on behalf of Organization. This Agreement and RA's Registration Authority application and any other application has been or will be submitted by a responsible official or representative empowered and authorized by the Organization to certify that the conditions set forth in this Agreement have been, or will be, met in full by the Organization.

6.5 Revocation. If an RAA ceases to have the authority to act as RAA on behalf of RA, RA shall promptly request revocation of the RAA Certificate of such RAA. If RAA has not otherwise requested revocation of a Certificate in a particular month, RAA shall access MSC Trustgate.com's web site to confirm to MSC Trustgate.com that no revocation requests have been submitted to MSC Trustgate.com in such month. If RA's Organizational name and/or domain registration change, RA or RAA shall promptly request revocation all Certificates issued hereunder.

6.6 Manner of Performance. RA shall perform the tasks in this Section 6 in a competent, professional, and workmanlike manner.

6.7 RA Employee Subscribers. RA shall cause Certificate applicants receiving Certificates hereunder to abide by the terms of the Managed PKI for SSL End User Subscriber Agreement a copy of which can be found in the Handbook.

7. Use Restrictions.

7.1 RAA Certificate Restrictions. RAAs are prohibited from disclosing any challenge phrase, PIN, software or hardware mechanism protecting the private key to a third party.

7.2 Certificate Restrictions. RAs are prohibited from using a Certificate (i) for or on behalf of any other organization or (ii) to perform private or public key operations in connection with any domain name and/or organization name other than the one(s) submitted by the RA during enrollment; (iii) RAs are also prohibited from using a Certificate on more than one physical server or device at a time, unless the RA has purchased the specific licensing option on the enrollment screen that permits the use of a Certificate on one physical device with additional Certificate licenses for each physical server that each device manages, or where replicated Certificates may otherwise reside (the "Licensed Certificate Option"). RA acknowledges and agrees that the Licensed Certificate Option can result in increased security risks to RA's network and MSC Trustgate.com expressly disclaims any liability for breaches of security that result from the distribution of a single key across multiple devices. MSC Trustgate.com considers the unlicensed use of a certificate on a device that resides above a server or server farm software piracy and will pursue violators to the fullest extent of the law. If you choose to display MSC Trustgate.com's Secure Site Seal (the "Seal"), you must install and display such Seal only in accordance with the Secure Site Seal Licensing Agreement (<https://www.msctrustgate.com/repository.htm>).

8. Service Fees. RA shall pay MSC Trustgate.com the then current applicable service fees corresponding to RA's selected volume of Certificates. RA shall pay any and all applicable sales taxes or similar charges.

9. Export. RA acknowledges and agrees that it shall not import, export, or re-export directly or indirectly, any commodity, including the RAA Certificate and any Certificates issued pursuant to this Agreement, 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") and Malaysia. Specifically, RA agrees that it shall not download or otherwise export or re-export any RAA Certificate or any Certificate into or to (i) a national or resident of Cuba, Iran, Iraq, Libya, Sudan, North Korea, or Syria, or any other country where such use is prohibited under United States or Malaysia export regulations, or (ii) 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. RA agrees to the foregoing and represents and warrants that none of RA, RAA or any device on behalf of which a Certificate application is submitted or located in, under the control of, or a national or resident of any such country or on any such list. With respect to the export of Global Server Certificates, MSC Trustgate.com is required by law to report to the United States government RA'S company name and address, if RA is a non-United States or Canada entity or individual. In the event RA exports a Certificate to a non-United States or Canada entity or individual, RA agrees to provide MSC Trustgate.com with the information MSC Trustgate.com needs in order to report such exports to the United States government.

10. Confidentiality.

10.1 Confidential Information. "Confidential Information" means any confidential or other proprietary information disclosed by one party to the other under this Agreement, except information that: (a) is public knowledge at the time of disclosure, (b) was known by the receiving party before disclosure by the disclosing party, or becomes public knowledge or otherwise known to the receiving party after such disclosure, other than by breach of a confidentiality obligation, or (c) is independently developed by the receiving party.

10.2 Protection of Confidential Information. The receiving party shall (a) not disclose the Confidential Information to any third party, (b) not use the Confidential Information in any fashion except for purposes of performing this Agreement, (c) exercise reasonable care to prevent disclosure, and (d) notify the disclosing party of any unauthorized disclosure or use of the Confidential Information. Upon termination of this Agreement for any reason, each party shall immediately deliver to the other party all copies of the Confidential Information received from such other party. Each party acknowledges that breach of this Section 10 will cause irreparable harm to the disclosing party entitling the disclosing party to injunctive relief, among other remedies.

10.3 Disclosure Required by Law. Notwithstanding the foregoing, a party may disclose the Confidential Information of the other party to the extent required by the order or requirement of a court, administrative agency or other governmental body if the party to disclose the other party's Confidential Information does the following: (a) gives written notice of the intended disclosure to the other party at least ten (10) days in advance of the date of disclosure or if ten (10) days is not feasible then as much notice as is possible under the circumstances; (b) upon request of the other party and at the requesting party's expense, the party to disclose the Confidential Information redacts portions of the Confidential Information to be disclosed to the extent permitted by applicable law; and (c) at the request and expense of the party whose Confidential Information is to be disclosed, submits a request to the court, administrative agency or governmental body that any portions of the Confidential Information that are identified by the other party receive confidential treatment to the fullest extent permitted under applicable law.

11. Term. This Agreement will be in effect for one (1) year starting on the Effective Date (the "Initial Term"). This Agreement may be renewed for additional one (1) year terms (each a "Renewal Term") upon payment by Customer to MSC Trustgate.com of the then applicable current fees determined by MSC Trustgate.com prior to the expiration of the Initial Term or then current Renewal Term, unless either party gives the other party at least thirty (30) days' notice of termination before the expiration of the then current Term. "Term" refers to the Initial Term and any Renewal Terms.

12. Ownership. 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) trade secrets, proprietary information, and 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 and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the MSC Trustgate.com services identified herein ("MSC Trustgate.com Intellectual Property Rights") are owned by MSC Trustgate.com or its licensors, and RA agrees to make no claim of interest in or ownership of any such MSC Trustgate.com Intellectual Property Rights. RA acknowledges that no title to the MSC Trustgate.com Intellectual Property Rights is transferred to it, and that it does not obtain any rights, express or implied, in the MSC Trustgate.com or its licensors' service, other than the rights expressly granted in this Agreement. To the extent that RA creates any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to RA, 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 MSC Trustgate.com and all right, title and interest in and to each such Derivative Work shall automatically vest in MSC Trustgate.com. MSC Trustgate.com shall have no obligation to grant RA any right in any such Derivative Work. RA may not reverse engineer, disassemble or decompile the MSC Trustgate.com Intellectual Property or make any attempt to obtain source code to the MSC Trustgate.com Intellectual Property. RA

has the right to use the RAA Certificates and Certificates under the terms and conditions of this Agreement.

13. Warranties.

13.1 MSC Trustgate.com Warranties. MSC Trustgate.com warrants that (a) there are no errors introduced by MSC Trustgate.com in the Certificate information as a result of MSC Trustgate.com's failure to use reasonable care in creating the Certificate, (b) The Certificate(s) comply in all material respects with the CPS, and (c) MSC Trustgate.com's revocation services and use of a repository conform to the CPS in all material aspects.

13.2 RA Warranties. RA warrants to MSC Trustgate.com that (a) all information material to the issuance of a Certificate and validated by or on behalf of RA is true and correct in all material respects; (b) without limiting the generality of the foregoing, RA's approval of Certificate applications will not result in Erroneous Issuance, including but not limited to Erroneous Issuance resulting from Impersonation; (c) RA has substantially complied with the CPS, the Handbook, and the RA Requirements; (d) no Certificate information provided to MSC Trustgate.com (including e-mail addresses if applicable) infringes the intellectual property rights of any third parties; (e) the information in the Certificate application(s) (including email address) has not been and will not be used for any unlawful purpose; (f) RAA has been (since the time of its creation) and will remain the only person(s) possessing the RAA Certificate(s) private key and no unauthorized person has had or will have access to the private key; (g) RAA has been (since the time of its creation) and will remain the only person possessing any challenge phrase), PIN, software, or hardware mechanism protecting the private key and no unauthorized person has had or will have access to the same; (h) RA is are using the RAA Certificate exclusively for authorized and legal purposes consistent with this Agreement; (i) RA is are using the RAA Certificate(s) as a Registration Authority approving and rejecting Certificates, Certification revocation lists, or otherwise; (j) each Certificate has been accepted and is operational (not expired or revoked) at the time the Certificate is created; (k) RA manifests assent to this Agreement as a condition of obtaining an RA Certificate; and (l) RA will not monitor interfere with or reverse engineer the technical implementation of the VTN, except with the prior written approval from MSC Trustgate.com, and shall not otherwise intentionally compromise the security of the VTN.

14. Disclaimers. RA agrees that RA's use of MSC Trustgate.com's service(s) is solely at RA own risk. RA agrees that all such services are provided on an "as is" and as available basis, except as otherwise noted in this Agreement. MSC Trustgate.com expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Other than the warranties as set forth in Section 13, MSC Trustgate.com does not make any warranty that the service will meet your requirements, or that the service will be uninterrupted, timely, secure or error free; nor does MSC Trustgate.com make any warranty as to the results that may be obtained from the use of the service or to the accuracy or reliability of any information obtained through the service. RA understands and agrees that any material and/or data downloaded or otherwise obtained through the use of MSC Trustgate.com's services is done at RA's own discretion and risk. No advice or information, whether oral or written, obtained by RA from MSC Trustgate.com or through MSC Trustgate.com's services shall create any warranty not expressly made herein and RA may not rely on any such information or advice. To the extent jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply to RA. MSC Trustgate.com is not responsible for and shall have no liability with respect to any products and/or services purchased by RA from a third party. RA bears exclusive responsibility, to any and all persons, for the validation of all applications that RA approves, determination of whether a Certificate applicant is eligible to obtain and use a Certificate in accordance with the applicable Managed PKI for SSL End User

Subscriber Agreement, and conduct of RAAs and Certificate applicants receiving Certificates hereunder. MSC Trustgate.com disclaims all such responsibility and liability.

15. Limitations of Liability. This Section 15 applies to liability under contract (including breach of warranty), tort (including negligence and/or strict liability), and any other legal or equitable form of claim. If RA initiates any claim, action, suit, arbitration, or other proceeding relating to services provided under this Agreement, and to the extent permitted by applicable law, MSC Trustgate.com's total liability for damages sustained by ra and any third party for any use or reliance on a specific certificate shall be limited, in the aggregate, to RM400,000.00 only. The liability limitations provided in this Section 15 shall be the same regardless of the number of digital signatures, transactions, or claims related to such certificate(s). MSC Trustgate.com shall not be obligated to pay more than the total liability limitation for each certificate.

16. Indemnity. RA agrees to release, indemnify, defend and hold harmless MSC Trustgate.com and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (a) this Agreement or the breach of RA's warranties, representations and obligations under this Agreement, (b) falsehoods or misrepresentations of fact by RA on the Certificate Application(s), (c) any intellectual property or other proprietary right of any person or entity, (d) failure to disclose a material fact on the Certificate application(s) if the misrepresentation or omission was made negligently or with intent to deceive any party, or (e) failure to protect the private key, or use a trustworthy system, or to take the precautions necessary to prevent the compromise, loss, disclosure, modification or unauthorized use of the private key under the terms of this Agreement. When MSC Trustgate.com is threatened with suit or sued by a third party, it may seek written assurances from RA concerning RA's promise to indemnify MSC Trustgate.com. RA's failure to provide those assurances may be considered by MSC Trustgate.com to be a material breach of this Agreement. MSC Trustgate.com shall have the right to participate in any defense by RA of a third-party claim related to RA's use of any MSC Trustgate.com services, with counsel of MSC Trustgate.com's choice at the expense of RA. RA shall have sole responsibility to defend MSC Trustgate.com against any claim, but RA must receive MSC Trustgate.com's prior written consent regarding any related settlement. The terms of this Section 16 will survive any termination or cancellation of this Agreement.

17. Termination. The term of this Agreement is one (1) year starting on the date RA accepts this Agreement by clicking the "I Accept" button. This Agreement may be terminated (a) by either party immediately upon the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings, upon any assignment for the benefit of the other party's creditors, or upon the other party's dissolution or ceasing to do business; (b) by MSC Trustgate.com immediately and without prior notice in the event of a breach of any of the duties, obligations, terms, or provisions of this Agreement (a "Breach") by RA if the Breach may compromise the security of the VTN; (c) in the event of any other Breach by a party, upon thirty (30) days written notice by the non-breaching party and the breaching party's failure to cure such Breach within the thirty (30) day notice period; (d) upon RA's change of organizational name and/or domain name registration; or (e) by RA if MSC Trustgate.com amends its CPS, the Handbook, or the RA Requirements, and if the RA believes in good faith that such amendment materially deprives it of the benefit of this Agreement. Upon termination of this Agreement, RA will immediately remove all references to MSC Trustgate.com Intellectual Property and all links from each RA's website and cease the use of MSC Trustgate.com's Intellectual Property.

18. Survival. Any payment obligations which accrued prior to termination or expiration of this Agreement; Sections 11, 12, 13, 14, 15, 16, 17, 21, 22, 24, 26, 27; the revocation requirements under Section 6.5 of this Agreement; and the security requirement under the RA Requirements and the Handbook, shall survive the expiration or termination of this Agreement.

19. Force Majeure. Except for payment and indemnity obligations hereunder, neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout, boycott, provided that the party relying upon this Section 19 (i) shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof, and (ii) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section 19 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this Agreement.

20. Severability. RA agrees 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.

21. Governing Law. RA and MSC Trustgate.com agree that any disputes related to the services provided under this Agreement shall be governed in all respects by and construed in accordance with the laws of Malaysia, excluding its conflict of laws rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

22. Dispute Resolution. To the extent permitted by law, before you may invoke any dispute resolution mechanism with respect to a dispute involving any aspect of this Agreement, you shall notify MSC Trustgate.com, and any other party to the dispute for the purpose of seeking dispute resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed by referring such dispute to arbitration in Kuala Lumpur, Malaysia in accordance with the Rules of Arbitration for the Kuala Lumpur Regional Centre for Arbitration for the time being in force. The Tribunal shall consist one (1) arbitrator to be appointed by the Chairman of the Kuala Lumpur Regional Centre for Arbitration and the proceedings shall be conducted in the English language. The decision of the arbitration shall be final and binding on all parties. 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.

23. Privacy. You agree that MSC Trustgate.com may place in your Certificate certain information that you provide for inclusion in your Certificate. You also agree that MSC Trustgate.com may publish your Certificate and information about its status in MSC Trustgate.com's repository of Certificate information and make this information available to other repositories. You further acknowledge and agree that MSC Trustgate.com may transmit the information you supply to VeriSign, Inc., a U.S. company within the VTN for processing of your Certificate.

24. Independent Contractors. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party. Each party shall bear its own costs and expenses in performing this Agreement.

25. Non-Assignment. Except as otherwise set forth herein, RA's rights under this Agreement are not assignable or transferable. Any attempt by RA's creditors to obtain an interest in RA's rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at MSC Trustgate.com's option.

26. Approval and Authorization. This Agreement shall not be effective until MSC Trustgate.com approves RA's Registration Authority application. RA warrants and represents that the representative submitting this Agreement on its behalf has been duly authorized to do so by RA.

27. Notices. You will make all notices, demands or requests to MSC Trustgate.com with respect to this Agreement in writing to: MSC Trustgate.com Sdn. Bhd, Ground Floor, Belatuk Block, Cyberview Garden, 63000 Cyberjaya, Selangor, Malaysia.

28. Entire Agreement. This Agreement, the Handbook and RA Requirements constitutes the entire understanding and agreement between MSC Trustgate.com and RA with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between MSC Trustgate.com and RA concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein. Section headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning this Agreement. Terms and conditions in any purchase orders that are not included in this Agreement or that conflict with this Agreement are null and void.

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