

PRINT ON Rs. 100/- Stamp Paper

VERISIGN™ SECURE SITE SEAL BY NIFT LICENSING AGREEMENT

THIS VERISIGN™ SECURE SITE SEAL BY NIFT LICENSING AGREEMENT (THE "AGREEMENT") IS ENTERED INTO BETWEEN NATIONAL INSTITUTIONAL FACILITATION TECHNOLOGIES (PVT) LTD. ("NIFT"), AND THE ORGANIZATION THAT WISHES TO USE A SECURE SITE SEAL ("YOU" AND "YOUR").

BACKGROUND

This Agreement governs, among other things: NIFT terms and conditions to grant a license to You to and for Your use of the Secure Site Seal. In consideration of NIFT providing You a Secure Site Seal in accordance with the terms and conditions of this Agreement and of the mutual promises in this Agreement and for other good and valuable consideration and intending to be legally bound, the parties agree as follows:

1. **Definitions.** "Secure Site Seal" shall mean a seal provided by NIFT under this Agreement that shall enable a visitor to Your Web site to link to a web page at NIFT's Web site, which shall display certain information related to Your specific Secure Server ID or Global Server ID. "Application" shall mean the information submitted by You to NIFT pursuant to Your request for a Secure Site Seal.
2. **License.** Subject to the terms and conditions of this Agreement, NIFT grants to You a nonexclusive, non-transferable license during the term of this Agreement to: (a) download and install a single copy of the Secure Site Seal on Your computer system in accordance with the Secure Site Seal Installation Instructions (<http://www.NIFT.com/server/prg/seal/install.html>), (b) display the Secure Site Seal only on a web page owned by You with the same domain name as the domain name in Your Application, (c) use the Secure Site Seal solely for the purpose of identifying You and Your Web site as a Secure Site Seal customer, and (e) reproduce the Secure Site Seal only from electronic files and in accordance with instructions provided to You by NIFT from time to time. All rights not expressly granted are reserved by NIFT.
3. **License Restrictions.**
 - 3.1 **General Use Restrictions.** You are prohibited from using Your Secure Site Seal (i) for or on behalf of any other organization or (ii) in connection with any domain name and/or organization name other than the domain name and/or organization name submitted by You in Your Application.
 - 3.2 **Revocation.** If Your organizational name and/or domain name registration change, You must immediately notify NIFT, and NIFT shall revoke Your Secure Site Seal.
 - 3.3 **Obligations Upon Revocation or Expiration.** Upon expiration or notice of revocation of Your Secure Site Seal, You shall permanently remove the Secure Site Seal from the server on which it is installed and shall not use it for any purpose thereafter.
 - 3.4 **Intellectual Property Use Restrictions.** You shall not copy, sell, rent, lease, transfer, assign, or sublicense the Secure Site Seal, in whole or in part or permit either direct or indirect use of the Secure

Site Seal by any third party. You shall not alter the Secure Site Seal in any way, including but not limited to skewing; modifying the color, size, pattern, and fonts; and separating logo elements, copyright, and trademark indicators. You shall take no action that will interfere with or diminish NIFT's rights in the Secure Site Seal. You shall not use the Secure Site Seal in any way as an endorsement, or to suggest an endorsement by NIFT of Your web site, content, products, services, or otherwise.

- 4. Intellectual Property Rights.** You acknowledge that NIFT, its vendors, and/or its licensors retain all intellectual property rights ("Intellectual Property Rights") in and to the ideas, concepts, techniques, inventions, processes, or works of authorship comprising, embodied in, or practiced in connection with Secure Site Seal or other products or services provided by NIFT hereunder. You covenant that you shall not contest, nor acquire any rights of any kind to the Secure Site Seal, trademarks, service marks, trade names, or product names. You agree not to disassemble, decompile, reverse engineer or make any other attempt to discover or obtain the source code for the Secure Site Seal. In the event any modifications are made to the Secure Site Seal by anyone other than NIFT or its authorized subcontractors (excluding You), all warranties with respect to the Secure Site Seal shall immediately terminate. All rights not expressly granted are reserved by NIFT. All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Software), the accompanying printed materials, and any copies of the Software, are owned by NIFT (licensed by VeriSign who owns all property in the Software) or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants you no rights to use such content.
- 5. Your Warranties.** You warrant to NIFT and all that reasonably rely on the information contained in the Application and Your Secure Site Seal, that at the time of submission of the Application through the Term of this Agreement, all of the information submitted by You in the Application and the representations made by You under this Agreement are true and correct. Without limiting the generality of the foregoing, you represent and warrant that You are the organization and own the domain name listed in the Application submitted by You. You warrants and agree that a Certificate or any Digital Certificate or Signature issued by NIFT, VeriSign or any of their Affiliates in this Agreement and in any other agreement with NIFT, VeriSign or their Affiliates correspond to the definition of an advanced electronic signature as prescribed by the Electronic Transactions Ordinance 2002 and upon the issuance of a Certificate, the Customers, Subscribers, and Relying Parties agree to this CPS, and waive any right to raise any objection to the compliance of the Certificate or Digital Certificate with the definition of an advanced electronic signature for the purposes of the Electronic Transactions Ordinance 2002.
- 6. NIFT's Limited Warranties.** NIFT warrants to You that at the time it provides the Secure Site Seal hereunder there are no errors introduced by NIFT in the Secure Site Seal as a result of NIFT's failure to use reasonable care in creating the Secure Site Seal. NIFT has acquired license to provide the Secure Site Seal from its supplier and Principal Licensor VeriSign and all

limitations, restrictions, disclaimers as well as all terms and conditions apply mutatis mutandis to this Agreement.

7. Disclaimer of Warranties and Liability.

7.1 "AS IS". EXCEPT FOR THE LIMITED WARRANTIES CONTAINED IN SECTION 6, THE SECURE SITE SEAL IS PROVIDED "AS IS" AND NIFT MAKES NO WARRANTIES WITH RESPECT TO USEFULNESS, FUNCTIONALITY, OPERABILITY LACK OF VIRUSES, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, OF QUIET ENJOYMENT, OR OF NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE IS WITH YOU. NIFT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL NIFT'S LIABILITY TO ANY AND ALL PERSONS FOR ANY AND ALL CLAIMS, LOSSES, OR DAMAGES RELATING TO, IN WHOLE OR IN PART, THIS AGREEMENT, THE SECURE SITE SEAL, OR OTHERWISE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE SERVICE FEES PAID BY YOU TO NIFT UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL NIFT BE LIABLE FOR SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA, OR LOSS RESULTING FROM BUSINESS INTERRUPTION, EVEN IF NIFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Indemnity. Subject to Section 7.2, You shall indemnify NIFT, VErISign and their directors, officers, agents, employees, contractors, parents, affiliates, or subsidiaries (collectively, the "Indemnified Parties") and hold the Indemnified Parties harmless from and against any losses, costs, damages, and fees (including attorneys' fees) incurred by the Indemnified Parties in connection with: (a) any breach by the Indemnifying Party of any warranty or obligation under this Agreement or (b) the Indemnifying Party's acts or omissions related to the use of the Secure Site Seal (collectively (a) and (b) shall hereinafter be referred to as the "Indemnity Conditions"). Upon appropriate notice, You shall defend, at Your expense, any claim brought against one or more of the Indemnified Parties based on or arising out of one or more of the Indemnity Conditions.

9. Termination. The term of this Agreement shall continue until the Secure Site Services Agreement pursuant to which You purchased Your Secure Server ID terminates. The provisions of Sections 3.3, 4, 5, 7, 8, and 9 shall survive termination. Without prejudice to any other rights, NIFT may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. NIFT may terminate this Agreement by offering you a superceding Agreement for the Secure Site Seal or any replacement or modified version of or upgrade to the Secure Site Seal and conditioning your continued use of the Secure Site Seal or such replacement, modified or upgraded version on your acceptance of such superceding Agreement. In addition, NIFT may terminate this Agreement by notifying you that your continued use of the Secure Site Seal is prohibited Upon termination, you must immediately stop using the Secure Site Seal and destroy all copies of the Secure Site Seal and related documentation.

10. Export Restrictions. You agree that you will not export or re-export the Secure Site Seal, any part thereof, or any process or service that is the direct product of the Secure Site Seal (the foregoing collectively referred to as the "Restricted Components"), to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You warrant and represent that neither the U.S. Commerce Department, Bureau of Export Administration nor any other U.S. federal agency or any Pakistani Agency/Department has suspended, revoked or denied your export privileges.

11. Amendment. NIFT reserves the right to amend this Agreement at any time; provided, however, that it will post notice of such amendments at www.NIFT.com/repository. The posting of such amendments in the manner specified in this clause will be deemed by you to be sufficient notice of such amendment.

12. Third Party Beneficiary. You are hereby notified that VeriSign, Inc., a Delaware corporation, located at 487 East Middlefield Road, Mountain View, California 94043, is a third-party beneficiary to this Agreement to the extent that this Agreement contains provisions which relate to Your use of the Secure Site Seal. Such provisions are made expressly for the benefit of NIFT and are enforceable by VeriSign in addition to NIFT.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be, executed and acknowledge by their respective officer or representative herewith duly authorized, as of the date first above written.

Signed for on behalf of Nift (Pvt.) Ltd.
5 AWT Plaza, I.I. Chundrigar Road
Karachi, Pakistan

Signed for on behalf of
_____ (You or Your)

Chief Executive Officer

CEO/Managing Director

Witness:

1. _____

2.. _____