



## **DIGICERT RESELLER PARTNERSHIP AGREEMENT**

- 1.1. This Reseller Partnership Agreement is between DigiCert Corporation, a Utah, U.S.A. corporation ("DigiCert," "We" or "Us") and You ("You" or "Member").
- 1.2. In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties, intending to be legally bound by the following terms.

### **SECTION 2. DEFINITIONS**

- 2.1. References to "this Agreement" are to the following, collectively: (i) this Reseller Partnership Agreement, (ii) DigiCert Reseller Operating Policies for Resellers (the "DigiCert Reseller Policies"), which is posted on a DigiCert webpage identified at DigiCert.com (as defined in Section 2.3) or otherwise made accessible to You, (iii) any additional or different terms specifically applicable to membership in the DigiCert Reseller Program that DigiCert posts on DigiCert.com or otherwise makes available and requires that You accept in order to join or continue to use such DigiCert Reseller Program (the "Additional Terms"), and (iv) any supplement to this Reseller Partnership Agreement signed by both parties (a "Supplement").
- 2.2. The following terms have the meanings indicated:
  - 2.2.1. Business Day: A weekday in Utah, USA, that DigiCert does not observe as a holiday.
  - 2.2.2. Content: Information, communications, software, photos, text, video, graphics, music, sounds, images and other material.
  - 2.2.3. Control: The possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person.
  - 2.2.4. Corporate Reseller: Any Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, another Person,
  - 2.2.5. Link: Any software, software code, programming or other technology or method (or any combination of the foregoing) that (i) creates a hyperlink between two Websites, or (ii) otherwise causes a Web access device to display to its user a "banner," "button," text-mention, word, phrase, logo or other textual or graphical material that, when "clicked on" or otherwise activated by a person, results in a Website featured in the link being served to such person (i.e., the screen of the visitor's Web access device displays Content on the linked Website) or results in such person being able to electronically access or receive information, files, graphics or other items from the linked Website.
  - 2.2.6. DigiCert Reseller: A person that enrolls in the DigiCert Reseller Program to sell, market or otherwise promote DigiCert products and services.
  - 2.2.7. DigiCert Reseller Program: Any reseller marketing program now or hereafter operated by DigiCert or by a Corporate Reseller of DigiCert, including any DigiCert Reseller Programs that DigiCert currently operates under the service name of The DigiCert™, but excluding any "Private Label DigiCert Reseller Programs" that are operated for a specific Merchant or restricted group of Merchants.
  - 2.2.8. DigiCert Reseller Merchant: A Person that joins a DigiCert Reseller Program and that conducts a Merchant Reseller Program.
  - 2.2.9. DigiCert.com: For a DigiCert Reseller Program, the Webpage(s) or other area of the Website having the URL designated from time to time by DigiCert for use by members of DigiCert Reseller Programs for the purpose of facilitating formation of Qualifying Links, accessing Reports and otherwise participating in such DigiCert Reseller Programs.
  - 2.2.10. Person: Broadly construed and includes any natural person or any corporation, trust, association, limited liability company, partnership, joint venture or other similar entity.
  - 2.2.11. Reseller Partner or DigiCert Partner: Any entity involved in DigiCert Reseller Program or Merchant Reseller Program, including DigiCert, DigiCert Resellers, Merchant Resellers, and Corporate Resellers.

- 2.2.12. Promotion: A banner, text-mention, advertisement or other material by which a DigiCert Reseller offers its products or services to Web users or otherwise seeks to attract Web users to its own Website.
- 2.2.13. Qualifying Link or Page: With respect to our Reseller Program and any Program in which You participate, a Link or Page that (i) when activated by a viewer results in the viewer being redirected to or served, through or on the DigiCert.com, a Webpage or duplicate of a Webpage of a Program Site, (ii) You post on Your Site authorized to be used in such DigiCert Reseller Program or, subject to any prohibitions or limitations imposed by such DigiCert Reseller Merchant, You include in an e-mail message, incorporate into browser or browser extension software, make available on a "kiosk" or otherwise make available to Web users, (iii) is of a kind and format for which DigiCert provides its tracking services for DigiCert Reseller Partners and (iv) is established through the interface of such DigiCert.com or otherwise as instructed by DigiCert and includes any tracking or other code required by DigiCert, in each case in accordance with DigiCert's technical guidelines.
- 2.2.14. Web: The part of the Internet commonly referred to as the World Wide Web or any replacement or similar DigiCert Reseller Program or resource which permits the sharing of electronic files, graphics or information, regardless of how it is accessed by users, whether through computers, WebTV, cable set-top boxes, cellular telephones or other wireline or wireless device, platform or technology.
- 2.2.15. Website: A site on the Web and, where the context requires, a person owning or operating a site on the Web.
- 2.2.16. Your Site: For the DigiCert Reseller Program, a Website that You own and operate and have properly registered for use in such DigiCert Reseller.

### SECTION 3. DIGICERT RESELLER PROGRAM MEMBERSHIP

- 3.1 DigiCert Reseller Program Eligibility. Any Person may join the DigiCert Reseller Program as a DigiCert Reseller, subject to the approval and authorization of DigiCert. Any Person desiring to become a DigiCert Reseller must agree to the terms of this Agreement.
- 3.2 Acceptance. By clicking on an "Accept" or similar button on a DigiCert.com or another Website of DigiCert or by using the DigiCert Reseller Program, You acknowledge that You have read, accepted and agreed to be bound by the terms of this Agreement (including the DigiCert Partnership Agreement, Reseller Policies, Supplement and Additional Terms) with the same legal force and effect as if this Agreement were set forth in a written document that had been duly signed and physically delivered by You and DigiCert, and this Agreement becomes effective when You do so. This Agreement has been duly and validly accepted, executed and delivered by You and constitutes Your legal, valid, and binding obligation, enforceable against You in accordance with its terms.
- 3.3 Registration. To use the DigiCert Reseller Program as a DigiCert Reseller, You must register on the page of DigiCert.com provided by DigiCert for such purpose. You agree to promptly provide DigiCert with accurate and complete updated registration information if and as such information changes. As part of the registration process for the DigiCert Reseller Program, You shall be assigned a unique alphanumeric password and user name for that DigiCert Reseller (Your "Credentials"). DigiCert may deny access to and use of the DigiCert Reseller Program unless or until any preconditions established by DigiCert and published on the registration area of DigiCert.com are satisfied.
- 3.4 Reseller's Representations and Warranties. You represent and warrant to and agree with DigiCert as follows: The information You provide as part of the registration process or otherwise shall be, at the time provided, accurate and complete. You have carefully read this Agreement (including the applicable DigiCert Reseller Policies, Additional Terms and Supplements, if any) and have had the opportunity to consult independent legal counsel. The execution and delivery or acceptance or deemed acceptance and performance by You of this Agreement and the participation by You in the DigiCert Reseller Program does not and shall not conflict with or violate (i) any law, rule, regulation, order, judgment, decree, agreement or instrument applicable to You or binding upon Your assets or (ii) if You are an entity, any provision of Your certificate of incorporation or other organizational documents, You agree that in deciding to participate in the DigiCert Reseller Program or any DigiCert™ Program, You shall not rely on any representation, warranty, guaranty or statement by DigiCert other than any representation expressly set forth in this Agreement and expressly stated to be a representation.

- 3.5 Taxes. You agree that You are solely responsible for all tax obligations due to all taxing authorities arising from or in connection with Your participation in the DigiCert Reseller Program, including federal, state, local and foreign withholding taxes, FICA, FUTA, Social Security, Medicare, SUI and any and all other federal, state, local and foreign taxes. You agree that You are solely responsible for calculation and payment or collection of, accounting for and issuing or obtaining invoices relating to any applicable Value Added Taxes.
- 3.6 Conflicts. In the event of any conflict(s) between or among the respective express provisions of this DigiCert Reseller Partnership Agreement, any applicable DigiCert Reseller Policies, any applicable Additional Terms or any Supplement, the conflict(s) shall be resolved in accordance with the following order of precedence: (i) Supplement, (ii) Additional Terms, (iii) DigiCert Reseller Policies and (iv) DigiCert Reseller Partnership Agreement.

#### SECTION 4. MEMBERSHIP SERVICES

- 4.1 Reseller Account. You shall have, on the DigiCert.com Website for the DigiCert Reseller Program of which You are a member in good standing, an individual Reseller Account accessible through the Web by use of Your Credentials. DigiCert shall periodically post to Your Reseller Account reseller Reports regarding activities tracked by DigiCert for the DigiCert Reseller Partners.
- 4.2 Account Credentials. You shall be responsible for maintaining the confidentiality and security of Your Credentials and for all usage of Your Reseller Account. Absent actual receipt of written notice to the contrary from You, DigiCert may assume that any person accessing any Reseller Account using Your Credentials is authorized to do so.
- 4.3 DigiCert Reseller Program Setup. DigiCert shall not be liable to You as a result of failure by You to use or setup the DigiCert Reseller Program correctly on Your Site, including to the extent that such failure results in inaccurate reports or reduction of the amounts which would otherwise be payable to You by a DigiCert Reseller Merchant. DigiCert does not warrant that its tracking code and technology will track all compensable activities conducted by You through the DigiCert Reseller Program.
- 4.4 Reseller Reports. You acknowledge that the accuracy, completeness and currency (in time) of the data included in Your Reports depend on the accuracy, completeness and currency of the underlying data that DigiCert obtains from DigiCert Reseller Partners. DigiCert shall not be responsible or liable for any errors in or omissions from such underlying data or for any intentional or inadvertent deletion or disablement by You of any of DigiCert's tracking code or technology, or any consequences of the foregoing. DigiCert's obligation, if any, to provide data or reseller Reports to You is subject to the provision to DigiCert, on a timely basis, of the necessary data of the kinds and in the form, format and manner required by DigiCert. DigiCert may rely on any data, notice, instruction or request furnished to DigiCert by You, a DigiCert Partner, or any other third party which is believed by DigiCert in good faith to be genuine.
- 4.5 Revision of Reports. You acknowledge and agree that You shall receive reseller Reports from DigiCert that identify You and may include data about You and Your Reseller Account. If You believe that any of Your reseller Reports for any month contains errors or omissions in the data, You must notify the DigiCert Reseller Merchant within ten days after the end of that month so that, if possible, the matter may be resolved. If DigiCert is notified that its reseller Reports about its relationship with You contain an error or omission or otherwise require adjustment, DigiCert may elect to revise those reseller Reports as requested and make corresponding changes to Your reseller Reports. DigiCert shall make the requested revision if it determines, in its sole discretion, that such revision is genuine and requested in good faith. If any reseller Reports for any month are corrected or adjusted after the end of the month, then the period within which You must notify DigiCert of errors in the corrected or adjusted data shall be ten days after such correction or adjustment is posted. Since the reseller Reports DigiCert provides You are the bases for calculating the compensation, if any, due to You, any such adjustment may affect the amount of compensation to which You are entitled.
- 4.6 Compensation Limitations. You acknowledge that Your entitlement to any compensation may be subject to DigiCert's conditions and policies regarding order cancellation, returned merchandise, receipt of pending credit

card authorizations and minimums for earned compensation before payment is made. All determinations of compensation due to You made by DigiCert shall be final and binding on You.

## SECTION 5. CHANGES IN DIGICERT RESELLER, SERVICES AND MEMBERSHIP TERMS

- 5.1 Changes to Policies. DigiCert reserves the right to add to, remove or otherwise change the terms or provisions of this Agreement or replace this Agreement in its entirety; add, remove, suspend or discontinue any aspect of the DigiCert Reseller Program; limit, restrict, condition or deny access to or use of all or part of the DigiCert Reseller Program or otherwise change the DigiCert Reseller Program or Your right to use the DigiCert Reseller Program; and charge fees for continued access to or use of the DigiCert Reseller Program or any aspect thereof or any services that DigiCert provides or makes available to You.
- 5.2 Notice. DigiCert may notify You of such change by posting a notice on DigiCert.com or, in its discretion, by e-mail, newsletter, postal mail or personal or overnight delivery. Such change shall be effective when such notice is made available to You, or otherwise given or any other time specified in such notice. If any such change would result in You becoming required to pay fees not previously payable or increase fees already payable, then such notice shall be given at least thirty days before such change becomes effective. In the case of any other change that would, in DigiCert's good faith and reasonable judgment, materially adversely affect Your rights or obligations under this Agreement, then such notice shall be given at least five business days before such change becomes effective, except that shorter advance notice may be given in a situation that DigiCert believes in good faith to be an emergency.
- 5.3 You are responsible for regularly reviewing DigiCert.com in order to learn of any changes. YOUR CONTINUED USE OF THE DIGICERT RESELLER PROGRAM AFTER SUCH NOTICE IS POSTED OR OTHERWISE GIVEN (AND AFTER EXPIRATION OF ANY APPLICABLE PRIOR NOTICE PERIOD SPECIFIED ABOVE) SHALL CONSTITUTE YOUR BINDING AND LEGALLY ENFORCEABLE AGREEMENT TO SUCH CHANGE. IF YOU DO NOT WISH TO ACCEPT ANY SUCH CHANGE, THEN YOU MUST WITHDRAW FROM SUCH DIGICERT RESELLER PROGRAM AND CEASE USING SUCH DIGICERT RESELLER PROGRAM.
- 5.4 Other DigiCert Resellers. You acknowledge and agree that DigiCert may at any time enroll any person as a DigiCert Reseller on terms that differ from those contained in this Agreement, and may also operate other reseller marketing DigiCert Resellers or programs that are similar to or compete with the DigiCert Reseller Program of which You are a member.

## SECTION 6. PARTICIPATION IN THE RESELLER PROGRAM

- 6.1 Restrictions. You agree that You shall not: Place or use any Link or Page of the DigiCert Reseller Program except with the intention of delivering valid sales, applications, or other specified compensable actions to Your visitors; distribute or display, or authorize or use any third party to distribute or display, any part of the DigiCert Reseller Program created or obtained through the DigiCert Reseller Program by means of any browser extension or other software or technology which is downloaded to or installed on the Web user's personal computer or other Web access device and which serves advertisements, promotional material or links as an overlay upon, a substitute for content in, as a "pop-up" keyed by content or key words on a Webpage requested or viewed by such Web user; inflate the number of applications, accounts, clicks or other specified compensable actions or any impressions of the DigiCert Reseller Program webpage, or other Content by any method or using any device, program, hidden frames, java pop ups, Web bot, robot, automatic redirecting of users, autospawning of browsers or any other technique or means of generating automated click-throughs, requiring visitors to click on a Link before entering any area of Your Site(s), by placing or including Promotions or Links on pages of Your Site that automatically reload or go to another page without interaction from the user (for example, client pull or server push technology, METATAG reload, or refresh command on page html) or on any page that is not generally accessible to all Web users (for example, pop-up windows and hidden frames); or use any name, trademark, service mark, domain name or other intellectual property of any third party in connection with Your use of the DigiCert Reseller Program, or any Qualifying Link in any way or for any purpose that infringes or violates any law or any intellectual property or other rights of such third party, whether in order to increase the levels of compensable activities attributable to Your Qualifying Links or for any other purpose. You also agree

to fully abide by all terms and conditions of the DigiCert Reseller Operating Policies for Resellers and Privacy Policy.

- 6.2 Click-through Restrictions. DigiCert Reseller Partners' offers and Engagements for payment to DigiCert Resellers of compensation per click-through or per specified number of click-throughs are subject to any and all restrictions, limitations and policies that DigiCert may institute at any time and from time to time. Such restrictions, limitations and policies apply to all such offers and Engagements, even if not so stated in their terms or even if their terms state something different.
- 6.3 Violation of Policies. If You violate any of the terms of this Agreement or engage in any actual or suspected fraudulent, abusive or illegal activity as a DigiCert Reseller, DigiCert may immediately suspend or terminate Your membership in, access to and use of any or all DigiCert Reseller Programs and may require that any and all compensation otherwise due to You from any or all DigiCert Reseller Partners be forfeited. Such suspension, termination or forfeiture is in addition to any other rights and remedies that DigiCert may have in contract, at law or in equity. In addition, such activity may result in referral to the appropriate law enforcement agencies for investigation and, where appropriate, prosecution.
- 6.4 DigiCert Reseller Partners are independent parties and DigiCert does not and shall not have any responsibility or liability for the acts, omissions, Promotions, Content or Links of a DigiCert Reseller or other third party, including breaches of Engagements by DigiCert Reseller Partners, or for screening or policing the Websites or actions of DigiCert Resellers.
- 6.5 Disputes. DigiCert's services do not involve investigating or resolving any claim or dispute involving You and the DigiCert Reseller Program or other third party. If DigiCert, in its discretion, elects to investigate or otherwise become involved in any such claim or dispute, it shall not thereby undertake, assume or have any duty, obligation or liability to You or any other party to the claim or dispute.

## SECTION 7. USE OF DIGICERT RESELLER, CONTENT, NAMES AND LOGOS

- 7.1 DigiCert.com License. Access to the areas of DigiCert.com necessary for Your participation in such DigiCert Reseller Program is solely for Your use in connection with Your participation in such DigiCert Reseller Program, or to download or view Your individual reseller Reports in accordance with this Agreement, and Your Engagements, use any software code or other Content of DigiCert that is provided by DigiCert for such purpose, but only in the form so provided.
- 7.2 Restricted Uses. All other use of the DigiCert Reseller Program, DigiCert.com, reseller Reports and such software code or Content, including modification, publication, transmission, transfer or sale of, reproduction, creation of derivative works, distribution, performance, display, incorporation into another Web site or mirroring is prohibited. You agree that You shall not alter or modify such licensed code or Content in any way. This Agreement does not grant to You any license or right to use DigiCert's name or any of its logos or trade or service names or marks or, except for the limited licenses and rights expressly granted by the first sentence of this Section 9.1 while they endure, any of DigiCert's other intellectual property.
- 7.3 License Term. Your rights and licenses (if any) granted by this Agreement with respect to the DigiCert Reseller Program are valid only while You remain a member of such DigiCert Reseller Program as a DigiCert Reseller in good standing and comply with this Agreement. DigiCert reserves all of its rights in each DigiCert.com and all such software code, reports and Content and DigiCert's other proprietary rights. DigiCert may revoke any such license at any time by giving You notice by e-mail or in writing.
- 7.4 License to Use Reseller's Information. You grant to DigiCert a non-exclusive license to utilize Your corporate, service and trade names, domain name and logos to advertise, market, promote, and publicize in any manner DigiCert's rights hereunder or the DigiCert Reseller Program. This license shall terminate upon the effective date of the expiration or termination of this Agreement.
- 7.5 Log Files. You agree to provide DigiCert, promptly following its request, the server log files for Your Site(s) and any other information or data reasonably requested solely for the purpose of auditing or confirming Your

activities related to the DigiCert Reseller Program, which DigiCert shall treat as Your confidential information and use solely for such purpose.

- 7.6 Disclaimer of Content. DigiCert makes no representation whatsoever about any other Website which You may access through the DigiCert Reseller Program. You understand that when You access a non-DigiCert Website through the DigiCert Reseller Program, it is independent from DigiCert. DigiCert acts as a passive conduit for the unfiltered online distribution and publication of Content by the members of a DigiCert Reseller Program and does not attempt to control the Content that You or visitors to Your Site(s) shall receive or view. By its very nature, other Person's Content may be offensive, harmful or inaccurate, and in some cases, may be mislabeled or deceptive. DigiCert disclaims control over or responsibility or liability for the Content on any other Person's Website or posted or distributed on or through the DigiCert Reseller or its resources or facilities.
- 7.7 Personally Identifiable Information. As between You and DigiCert, DigiCert shall own all information about the identities, postal and e-mail addresses, telephone numbers and names and contact information for DigiCert Reseller Partners and DigiCert Resellers (other than Your own) and the transactions conducted by any such person through the DigiCert Reseller Program.

## SECTION 8. LIMITATION OF LIABILITY

- 8.1 Warranty Disclaimers. EACH DIGICERT RESELLER AND ANY SUPPORT OR SERVICES FROM DIGICERT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DIGICERT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DIGICERT DOES NOT WARRANT THAT THE OPERATION OF THE DIGICERT RESELLER PROGRAM, DIGICERT.COM, SERVER, EMAILS SENT BY DIGICERT, OR REPORTS SHALL BE UNINTERRUPTED OR ERROR-FREE OR WILL NOT CONTAIN OR INTRODUCE VIRUSES OR OTHER HARMFUL ELEMENTS OR COMPONENTS. DIGICERT MAKES NO WARRANTIES AS TO THE ACCURACY, NON-INFRINGEMENT, RELIABILITY OR SECURITY OF DATA. ANY LINKS USED OR CONTENT OR OTHER ITEM DOWNLOADED OR OTHERWISE OBTAINED THROUGH PARTICIPATION IN THE DIGICERT RESELLER PROGRAM IS DONE AT YOUR OWN DISCRETION AND RISK AND DIGICERT SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO COMPUTER SYSTEMS OR LOSS OF DATA THAT MAY RESULT.
- 8.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT IN NO EVENT SHALL DIGICERT OR ANY OTHER RELEASED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR FOR ANY OTHER DAMAGES (HOWEVER DENOMINATED) FOR OR BASED ON OR MEASURED BY HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, LOSS OF OR ON ANY INVESTMENT, LOST PROFITS, LOSS OF OPPORTUNITY, LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, COSTS OF REPLACEMENT GOODS OR SERVICES OR OTHERWISE, WHETHER THE CLAIM IS FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, YOU AGREE THAT NO RESELLER, STOCKHOLDER, DIRECTOR, OFFICER, EMPLOYEE, CONSULTANT OR AGENT OF EITHER PARTY SHALL BE SUBJECT TO ANY PERSONAL LIABILITY WHATSOEVER TO THE OTHER PARTY OR ANY OF ITS RESELLERS, STOCKHOLDERS OR CREDITORS OR ANY OTHER PERSON OR ENTITY, NOR SHALL ANY SUCH CLAIM BE ASSERTED (DIRECTLY, DERIVATIVELY OR OTHERWISE) BY OR ON BEHALF OF EITHER PARTY OR ANY OF ITS SUCCESSORS OR ASSIGNS. DIGICERT EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR SPAM AND UNSOLICITED EMAILS, ADVERTISEMENTS AND PROMOTIONS SENT BY YOU OR BY ANY OTHER THIRD PARTY, AND YOU OR ANY RESPONSIBLE THIRD PARTY SHALL BE HELD RESPONSIBLE FOR ANY AND ALL LIABILITY ARISING THEREFROM.
- 8.3 Limitations. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO PARTICIPATION IN THE DIGICERT RESELLER

PROGRAM OR THIS AGREEMENT MUST BE FILED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR BE FOREVER BARRED.

#### SECTION 9. TERMINATION; ABSENCE OF UNEXPRESSED EXPECTATIONS; YOUR INDEMNIFICATION OBLIGATIONS

- 9.1 Termination of Agreement. Either Party may, at any time and with or without cause, terminate this Agreement by giving notice in writing or email to the other party. Upon any termination of this Agreement, You shall no longer be entitled to use the DigiCert Reseller Program; all licenses and rights granted to You hereunder shall terminate; You shall immediately cease use of, and remove from Your Site(s), all Links created through the DigiCert Reseller Program and all Content or items provided by or on behalf of DigiCert to You in connection with the DigiCert Reseller Program; and You shall immediately return or destroy all confidential information and trade secrets of DigiCert in the possession or control of You or any of Your employees, representatives or agents. Subject to Section 8, all rights or remedies arising out of a breach of any terms of this Agreement shall survive any termination of this Agreement
- 9.2 Indemnity. You agree to indemnify and hold harmless DigiCert, its directors, officers, agents, employees, and assigns (collectively "Released Persons") for and against any and all claims, actions, demands, liabilities, losses, damages, penalties, interest, judgments, settlements, costs and expenses (including reasonable attorneys' fees), whether known or unknown, suspected or unsuspected, disclosed or undisclosed, now existing or hereafter arising, that directly or indirectly arise out of or are based on (i) any misrepresentation or breach of any warranty, covenant or agreement made by You; (ii) operation of any of Your Site(s); (iii) any violation by You of any law, regulation or rule; (iv) Your use of the DigiCert Reseller Program; (v) any claim related to any of Your Site(s), acts, omissions, or Content, goods or services offered, sold or otherwise made available by You to any person, in using, displaying or distributing any Links obtained or formed through the DigiCert Reseller Program; (vi) any claim that DigiCert is obligated to pay tax obligations in connection with compensation paid to You pursuant to any such program; (vii) any violation or alleged violation by You of any rights of another Person, including Your use of any Content or intellectual property used in connection with Your Site(s); (viii) any claim of any violation by DigiCert or any other Released Person of any law, rule or regulation that is a direct or indirect result of Your use of the DigiCert Reseller Program or the provision of DigiCert's gathering or storage of data or tracking, reporting or other services, other than any knowing and intentional violation by DigiCert or other such Released Person; (ix) this agreement; (x) unsolicited email, promotions, advertising or spam conducted by You or through Your participation in the DigiCert Reseller Program; or (xi) any act or omission of DigiCert relative to the foregoing. DigiCert reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, but doing so shall not excuse Your indemnity obligations. DigiCert shall have the right to participate in the defense of all claims as to which it does not assume defense and control, and You shall not settle any such claim without DigiCert's prior written consent. You also agree to indemnify DigiCert for any reasonable legal fees or other costs incurred by DigiCert, acting reasonably, in investigating or enforcing its rights under this Agreement.

#### SECTION 10. MISCELLANEOUS

- 10.1 Governing Law; Arbitration. This Agreement shall be governed by the laws of the State of Utah. You agree that, if requested by DigiCert, any controversy between You and DigiCert or any of the other Released Parties directly or indirectly arising out of or relating in any way to this Agreement or the DigiCert Reseller Program (including the performance, construction or breach of this Agreement) shall be submitted to and finally settled by binding arbitration before a single arbitrator reasonably satisfactory to both parties in accordance with the commercial arbitration rules of the American Arbitration Association then in effect. The arbitration shall be conducted in the state of Utah and judgment on the arbitration award may be entered into any court having jurisdiction. Either You or DigiCert may seek any interim or preliminary injunctive relief from a court of competent jurisdiction in Utah necessary to protect its rights or property pending the completion of arbitration. Except as provided above as to injunctive relief, You are waiving Your right to seek remedies in court, including the right to jury trial.
- 10.2 Independent Contractors. The Parties are independent contractors and nothing in this Agreement shall confer upon either party any authority to obligate or bind the other in any respect.

- 10.3 Force Majeure. DigiCert shall not be liable to You by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, interruptions in telecommunications services or Internet access, or any other cause which is beyond the reasonable control of DigiCert, whether or not similar to the foregoing.
- 10.4 Assignability. You agree not to resell, assign, sublicense or otherwise provide to any third person any of Your rights or benefits, or transfer or delegate any of Your obligations, under this Agreement or as a DigiCert Reseller without the prior written consent of DigiCert. Any such attempted assignment or transfer shall be void and without effect. DigiCert may assign this Agreement to any successor, reseller or assign. If DigiCert sells or otherwise transfers ownership of the DigiCert Reseller Program to any Corporate Reseller of DigiCert, a joint venture in which DigiCert has an equity interest, or an entity which licenses DigiCert's technology or any other third party, then DigiCert may assign this Agreement to such transferee.
- 10.5 Severability. If any provision of this Agreement, or its application to any person or circumstance, is held by a court with jurisdiction to be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it has been held invalid or unenforceable, shall remain in full force and effect. The Parties agree that the provisions of the Uniform Computer Information Transactions Act, as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this Agreement or any course of dealing between the parties.
- 10.6 Entire Agreement; Third Party Beneficiaries. This Agreement is the entire agreement between the parties pertaining to its respective subject matter, and all written or oral agreements, representations, warranties or covenants, if any, previously existing between the parties with respect to such subject matter are canceled. The statements made by DigiCert on any of its Websites or otherwise than in an express provision of this Agreement are not representations or warranties and do not create contractual obligations.
- 10.7 Amendments and Waivers. Any amendments of this Agreement must be in writing and signed by both Parties. No failure or delay in exercising any power, right, or remedy under this Agreement shall operate as a waiver. A waiver on the part of DigiCert, to be effective, must be written and signed by an officer of DigiCert and physically delivered to You.
- 10.8 Remedies Are Cumulative. Unless otherwise expressly stated in this Agreement, all remedies available under or with respect to this Agreement (including any right to terminate this Agreement granted in this Agreement) are cumulative and in addition to all other remedies, if any, available at law or in equity. The exercise of any right to terminate this Agreement or suspend access or service granted a party in this Agreement shall not result in a breach of this Agreement by such party, and neither the exercise of such right nor any consequence thereof shall give rise to or be the basis for any claim by or liability to the other party, whether in contract, tort or otherwise, even if the terminating party was informed or aware of, or otherwise could have anticipated the possibility of, such consequence.
- 10.9 Public Statements. Any press release or other public announcement made by You regarding this Agreement, the DigiCert Reseller Program, or DigiCert shall require the prior approval of DigiCert. You agree that You shall not disparage DigiCert or any of the DigiCert Resellers.
- 10.10 Citizens or Residents Outside of the U.S.A. Information DigiCert publishes on the Web may contain references or cross references to DigiCert's products, programs and services that are not announced or available in Your country. Such references do not imply that DigiCert intends to announce or make available such products, programs or services in Your country. DigiCert makes no representations or warranties that the DigiCert Reseller Program, the Content on DigiCert's Website(s), DigiCert's products or services are appropriate or available for use in other locations, and access to or use of them from or in territories where their Contents are illegal or where access or use would subject DigiCert to taxes, laws or regulations that otherwise would not apply or to the jurisdiction of any court or other governmental authority to which it would not otherwise be subject is prohibited. You are, in any event, responsible for compliance with all laws and regulations that apply to Your use of the DigiCert Reseller Program or DigiCert's products or service.

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## DigiCert Reseller OPERATING POLICIES FOR RESELLERS

These DigiCert Reseller Operating Policies for Resellers ("these Policies") apply to any person ("You") who participates in the DigiCert Reseller Program as a DigiCert Reseller on or after May 16, 2005 ("Effective Date"). By joining or using the DigiCert Reseller Program as a DigiCert Reseller, You agree to all of these Policies and represent and warrant that You satisfy and are in compliance with all qualifications, conditions and requirements for DigiCert Resellers as stated in these Policies.

### DEFINITIONS

Unless otherwise defined in these Policies, terms used in these Policies that are defined in Your Reseller Partnership Agreement have the respective meanings given to them in that agreement.

The term "compensated action" means, for the DigiCert Reseller Program, the kind(s) of Web user activities or actions through Your website that form(s) the bases for the DigiCert Reseller compensation structure, provided that each such activity is one that DigiCert tracks for such DigiCert Reseller.

### CERTAIN QUALIFICATIONS AND RESTRICTIONS; RESPONSIBILITY FOR USAGE OF AND CONTENT ON YOUR WEBSITES

#### Member Qualifications

Any corporation, limited partnership, limited liability company, individual of competent age, or other form of business organization that has an independent legal existence may join or use the DigiCert Reseller Program as a DigiCert Reseller.

#### Website and Content

You agree that You are solely responsible for the Content on Your Website(s) and that You post on any page we distribute through the DigiCert Reseller Program while using any of DigiCert's facilities or resources. None of the Websites used in the DigiCert Reseller Program may be a Warez, emulator, hacking or phreaking site; or used to (i) discriminate or advocate or endorse discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age or disability; (ii) post Content that is libelous, defamatory, threatening, harassing, obscene, pornographic, sexually explicit or abusive or advocates or assists in the use of illegal substances, sedition or illegal activities; (iii) display banners of or Links to any other Website that carries such Content; (iv) offer or operate as a marketplace or exchange for pirated MP3 files or other pirated copyrighted items or Links to such files or items; (v) engage in any activity that infringes any third party's copyright, patent, trademark, trade secret, publicity, privacy or other proprietary rights; or (vi) violate any law, statute, ordinance or regulation (including laws and regulations governing export control, unfair competition, antidiscrimination or false advertising). You agree that Content You distribute through Your Website or through use of the DigiCert Reseller Program or any of DigiCert's facilities or resources shall not be distributed to persons not legally permitted to receive such Content, or contain any virus, trojan horse, worm, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

You also agree that Your Website(s) shall not, in any way, copy or resemble the look and feel of any Website of DigiCert or the DigiCert Reseller Program, or create the impression that any of Your Website(s) is a Website of DigiCert or frame any page on any Website of DigiCert being viewed by a user of Your Website(s). You shall not include in Your domain name the words "DigiCert" or any variation thereof or state or imply that You are an agent of, partner of or have authority to act in behalf of DigiCert, You shall not, through the selection of a domain name, Content posted on Your Website, e-mail messages or otherwise attempt to deceive DigiCert Reseller Partners, visitors to Your Website or others as to Your true identity or create a false or misleading impression of Your association or relationship with DigiCert or any other person or entity, and You shall not use any of Your Websites or Your rights or benefits as a DigiCert Reseller to conduct or forward illegal contests, pyramid schemes or chain letters or otherwise to engage in any illegal activity or defraud any person.

At DigiCert's option and without further notice, DigiCert may use and provide to DigiCert Reseller Partners for their use (i) content "spiders" to check the Content on Your Website(s); (ii) anti-spam technologies, including automatic word and spam filters that may terminate Your messages without delivering them or prevent messages from reaching You or lists of spammers or possible spammers generated by DigiCert or third parties, that may include Your name or e-mail address; and (iii) other technologies and methods designed to monitor Your Website(s), click-throughs from Your Website(s) and other activities related to the DigiCert Reseller Program.

#### YOU ARE RESPONSIBLE FOR ANY EQUIPMENT, INTERNET SERVICE AND OTHER ITEMS YOU NEED TO USE A DIGICERT RESELLER

You are solely responsible for procuring all items required and bearing all costs and expenses in connection with using or preparing to use the DigiCert Reseller Program, including procuring, at Your expense, all necessary servers, URLs, Websites, Internet connections and other items needed. You are solely responsible for the design, creation, development, operation and maintenance of Your Website(s).

#### USE OF DIGICERT RESELLERS AND COMMUNICATION SERVICES GENERALLY

Participation as a DigiCert Reseller in the DigiCert Reseller Program involves use of areas of DigiCert.com. DigiCert may, in its discretion, also provide DigiCert Resellers with the use of bulletin board services, chat areas, forums, e-mail postings, e-mail service or other message or communication facilities designed for communication with other members of the DigiCert Reseller Program (collectively, "Communication Services"). DigiCert Resellers may use any available Communication Service only to post, send and receive messages and materials that are directly related to the DigiCert Reseller and are consistent with the purpose for which the particular Communication Service is provided. Use must comply with DigiCert's terms and conditions and all applicable laws, including anti-spamming and privacy laws.

Without limiting the generality of the foregoing, You agree not to use the DigiCert Reseller Program, any Communication Service or facilities or resources of DigiCert or the DigiCert Reseller Program to (i) advertise or offer to sell or buy any goods or services, unless we specifically authorize such messages; (ii) advertise, promote, market or solicit participation in, or otherwise for the benefit of, any reseller marketing, technology or services other than those of DigiCert or its corporate resellers or licensees; (iii) defame, abuse, harass, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; (iv) conduct or forward illegal contests, pyramid schemes or chain letters; (v) publish, post, distribute, disseminate or Link to (1) any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; (2) software or other material protected by intellectual property laws, rights of privacy or publicity, or other proprietary rights, unless You own, control such rights or have received all necessary consents for Your use of such software and other materials; (3) software or other material that contains viruses, corrupted files, or that may or are intended to damage the operation of another's computer (e.g., "cracks" or other programs written to defeat the security measures of any computer, system or programs); (vi) harvest or otherwise collect information about third parties, including e-mail addresses, without the express consent of such third parties; (vii) violate any applicable laws, regulations or rules or any third party's rights; (viii) send mass emails, spam, or other unsolicited email, advertisements, or promotions in any form; or (ix) contact DigiCert Reseller Partners or DigiCert Resellers for any purpose unrelated to such DigiCert Reseller, including making unsolicited offers to buy or sell goods, propagating chain letters or jokes, or other unrelated contact. We may refuse to permit any use of any Communications Service, DigiCert Reseller or other resource or facility of DigiCert that, in our reasonable judgment, is inconsistent with these Policies or unsuitable or inappropriate.

All of Your communications made or received through use of any Communication Service are public and not private communications and, therefore, are susceptible to being read by others without Your knowledge or permission. DigiCert specifically disclaims any liability with regard to the Communication Services and any actions or consequences resulting from Your use of any Communication Service.

#### Backing Up Data and Other Precautions

Data transfer, conversion, processing and storage is subject to the likelihood of human and machine errors, delays, interruptions and losses. DigiCert is not liable for any such events or their consequences, unless caused by

its willful misconduct or gross negligence, and in such case is subject to the liability limits and exclusions contained in the DigiCert Reseller Partnership Agreement. You are solely responsible for adopting measures to limit the impact of such events, including backing up Your data, adopting methods for replacing or reconstructing lost data, regularly reviewing and confirming the accuracy of the Reports we provide and notifying us of errors on a timely basis.

#### Interruptions or Errors You or a DigiCert Reseller Merchant Causes

DigiCert shall not be liable or responsible for any interruption or failure of DigiCert Reseller access or services or any errors in tracking or reporting (or for any consequences of the foregoing) that results from (i) any software, system or technology that You use in combination or conjunction with DigiCert's software, systems or technology, (ii) any modification of or change in the software, systems or technology You use for any of Your Websites or business; or (iii) other problems or errors that are caused by or are specific to You (as opposed to being generic to DigiCert's proprietary software). The foregoing does not limit or otherwise affect any other disclaimer, exclusion or limitation of liability or responsibility on the part of DigiCert, nor create any duty or obligation not expressly created by Your DigiCert Reseller Partnership Agreement.

#### LANGUAGE AND CURRENCY

##### Language

The human-readable form of all written, electronic or telephonic notices, communications, materials or submissions made or provided by You to DigiCert must be in the English language, and the Reports and any other written, electronic or telephonic notices, communications, materials or submissions made or provided by DigiCert to You need only be in the English language.

##### Currency

Regarding the DigiCert Reseller, unless DigiCert otherwise determines, we shall provide our tracking and reporting services only for Tracked Activities that use the United States Dollars as the currency and render merchant and reseller reports only in the United States Dollar.

#### TAX RELATED INFORMATION YOU MUST PROVIDE

Participation in the DigiCert Reseller or any Program of a DigiCert Reseller Merchant and payment of compensation You earn from a DigiCert Reseller Merchant is conditioned upon Your satisfactory completion of any Internal Revenue Service and other, federal state, local or foreign tax forms that we, in our discretion, determine to be necessary or appropriate. You agree that if requested by DigiCert, You shall promptly complete, sign and provide to DigiCert Internal Revenue Service Form W-9, and any other tax forms that DigiCert, in its discretion, determines to be necessary or appropriate. You shall not be entitled to payment of any compensation otherwise due unless and until You provide the necessary and appropriate Internal Revenue Service or other tax forms. Without limiting the generality of the foregoing, if requested in the registration area for DigiCert Resellers or otherwise by DigiCert, You shall promptly furnish DigiCert with Your Internal Revenue Service taxpayer identification number (or Your social security number, if You do not have a taxpayer identification number), any VAT registration number You may have or any similar number used for tax purposes in any jurisdiction, and You authorize DigiCert to provide each such number to DigiCert Reseller Partners.

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## PRIVACY POLICY; CUSTOMER DATA

### DigiCert's Privacy Policy

Our privacy policy, as from time to time in effect, is located on our Website at <http://www.digicert.com/digicert-privacy-policy.htm>. Your and our rights and responsibilities with regard to Your personal information, however, are governed by the following terms of this Policy. In the event of any conflict or inconsistency between the following terms and our privacy policy appearing at such location, the terms of the following Policies shall prevail and govern.

### Your Own Privacy Policies

By joining the DigiCert Reseller Program, You represent and agree that You have and shall keep a privacy policy posted on each of Your Website(s) that is easily accessible to visitors and that, at a minimum, states what personally identifiable information is collected, what organization is collecting the information, how the information is used, and with whom the information may be shared. You agree that You shall assure that Your own privacy policy and applicable law permit any data (regarding visitors to Your own Website, Your customers or members or other persons with whom You deal or to whom You provide Qualifying Links) that is furnished or gathered by DigiCert or DigiCert Reseller Partners as a result of Your participation in the DigiCert Reseller Program to be so furnished to, gathered by and used by DigiCert and DigiCert Reseller Partners and shall adequately disclose to such persons that it shall be so furnished and used. If You supply us or give us access to any personal data about visitors to any of Your Website(s) or other third parties, You represent that (i) You are authorized, by Your privacy policy, all applicable laws, rules and regulations and otherwise, to provide us with or give us access to such data and to permit us to gather, store, process, use or disclose it as contemplated by Your reseller Agreement; and (ii) You have given adequate notice, in Your privacy policy or otherwise, that You may provide us with or give us access to such data and permit us to gather, store, process, use and disclose it as contemplated by Your Reseller Agreement. As between You and DigiCert, You agree that You are solely responsible for assuring that no violation of Your privacy policy or any applicable law, rule or regulation relating to privacy or data security results from Your furnishing us with or giving us access to any personal data about visitors to Your Website or other third parties or its acquisition, possession, storage, disclosure or use by DigiCert as contemplated by Your reseller Agreement.

### Our Use or Disclosure of Information About You

DigiCert does not warrant or guarantee that Your private communications and personally identifiable information shall not be disclosed to third parties, and You should not expect that Your personally identifiable information or private communications will remain private. By way of example, You acknowledge that DigiCert may, and authorize DigiCert to, use and make available to DigiCert Reseller Partners and their agents and contractors, businesses that offer products or services through or endorsed by DigiCert or that DigiCert is otherwise associated with, DigiCert's corporate resellers, subcontractors, agents or service providers, persons to whom DigiCert may sell or transfer the DigiCert Reseller Program or which operate the DigiCert Reseller Program and other third parties, any information about You that You provide to us or that we otherwise legally obtain, including Your identity, domain names and URLs, postal and e-mail addresses, telephone number and other contact information and information about the kinds or volumes of business and activities that You conduct through the DigiCert Reseller Program. DigiCert may disclose information about You and Your activities to government agencies or officials or other third parties if we believe such disclosure to be required or advisable under applicable law or regulations.

DigiCert may send e-mail and off-line communications to You for the purposes of administering and managing or otherwise related to the DigiCert Reseller Program, including informing You of changes in the DigiCert Reseller Partners, offers, contests or promotions by DigiCert Reseller Partners or DigiCert or changes or additions to the DigiCert Reseller Program. DigiCert may also send e-mail and off-line communications to You for the purposes of new or additional DigiCert Resellers, products, services or programs offered by DigiCert or third parties or otherwise providing You with information believed to be of interest to You. If You do not want to receive e-mail or other communications of this kind from us, then You may "opt out" by following any instructions for doing so posted on the Website we use for that relevant DigiCert Reseller or sending DigiCert a written or email notice to that effect which specifically states that it is an election to opt out of receiving promotional messages from

DigiCert. Any such opt out for which notice is properly given shall be effective on the thirtieth day after its actual receipt by DigiCert. DigiCert reserves the right to use and disclose to third parties for any purpose information about activities through and usage of the DigiCert Resellers. In the event that DigiCert sells or transfers ownership, operation or control of any or all of the DigiCert Resellers or engages any subcontractor or agent to operate the DigiCert Reseller Program or provide any service related to the DigiCert Reseller Program, DigiCert reserves the right to transfer or disclose all of its data to the buyer, subcontractor or agent. In addition to the foregoing, DigiCert may make its database of user information (including email addresses) available to other persons for promotions of and solicitations for their goods or services that may be of interest to the DigiCert Reseller community. You understand that Your uploads and transmissions may be intercepted and used by third parties, and that all the risk associated therewith is solely Yours.

#### Certain Liability Disclaimers

DigiCert disclaims any and all responsibilities, obligations and liability to You or the visitors to any of Your Websites with regard to the information DigiCert acquires as a result of its Reseller Program or its use or disclosure. DigiCert shall not be in breach or violation of Your reseller Agreement or otherwise liable if it is unable to provide any of its services that are dependent upon the provision of any information by You, the DigiCert Reseller Program or any other third party that is not provided to it because of restrictions imposed by Your privacy policies or applicable law or for any other reason.

You understand that each DigiCert Reseller is solely responsible for its own privacy policies, if any, and use and disclosure of the personal information about You or visitors to Your Website(s) disclosed or made available to them, and DigiCert has no obligation or liability with respect to such use or disclosure. DigiCert shall not be responsible or liable for any use or disclosure made by any third party of information used or disclosed as contemplated by these Policies or Your reseller Agreement.

#### Restrictions on Your Use and Disclosure of DigiCert's Confidential Information and Trade Secrets

You acknowledge that in the course of Your participation in the DigiCert Reseller Program, we may (but are not obligated to) provide You with or give You access to confidential and proprietary information and trade secrets of DigiCert. Trade secrets include, but are not limited to, system designs, software (including source and object code and documentation), operating processes and any other proprietary technology and intellectual property. Confidential information generally consists of all other competitively sensitive information kept in confidence by DigiCert and includes the kinds or volumes of business and activities that DigiCert or a DigiCert Reseller conducts through the DigiCert Reseller Program or any other information about the relationships or business conducted between or among any DigiCert and DigiCert Resellers; DigiCert's know-how, show-how or other information concerning the operation of reseller programs; Reports or studies provided by DigiCert; information regarding the performance or reliability of the DigiCert Reseller Program; and other information obtained by You from DigiCert or through use of the DigiCert Reseller Program. Trade secrets and confidential business information, however, shall not include information that (i) is in or enters the public domain without breach by You of these Policies or Your reseller Agreement; (ii) You lawfully receive from a third party without restriction on disclosure and without breach of a nondisclosure obligation, and which such third party lawfully obtained; or (iii) You knew prior to receiving such information from DigiCert or You develop independently without use of DigiCert's trade secrets or confidential information, in each case as shown by contemporaneous written records.

You agree that You shall not disclose any trade secrets or confidential information of DigiCert that You receive, access or learn in the course of performance of Your reseller Agreement or Your participation in the DigiCert Reseller Program, shall take all reasonable measures to maintain the confidentiality of all such trade secrets and confidential information in Your its possession or control and shall not use any such trade secrets or confidential information for any purpose other than to the extent reasonably necessary to perform Your obligations or exercise Your rights under Your Reseller Agreement.

#### CONTESTS AND SWEEPSTAKES

DigiCert Reseller Partners may from time to time conduct, through a DigiCert Reseller or using DigiCert's services or e-mail or other resources, contests, sweepstakes or similar promotions in which they offer DigiCert Resellers

prizes or other rewards. Each DigiCert Reseller is solely responsible and liable for each such contest, sweepstake or similar promotion that it conducts, even if through the DigiCert Reseller Program or using any of DigiCert's services or e-mail or other resources.

#### DigiCert Reseller Partners ENGAGED IN REGULATED BUSINESSES

DigiCert Reseller Partners engaged in certain kinds of businesses or activities may be subject to special laws and regulations that are not ordinarily applicable to commercial establishments generally, including (i) selling insurance, securities or prescription drugs or firearms, (ii) providing mortgages, loans or other extensions of credit, (iii) providing banking services, including the maintenance of deposit accounts, (iv) providing investment advice or investment advisory services, (v) other businesses or activities that require registration with a governmental authority or agency charged with special responsibility for regulating the conduct of such businesses or activities or (vi) acting as a broker, agent or finder for any person engaged in any business or activity referred to in any of the foregoing clauses ("Regulated Businesses"). If a DigiCert Reseller conducts Regulated Business, then DigiCert may have special requirements intended to prevent violations of the special laws and regulations that may apply and to ensure that DigiCert does not become obligated to register in some special capacity with a government agency. Those requirements and policies will apply to our Reseller Partner that participates or desires to participate in any DigiCert Reseller Program.

You agree that You shall be solely responsible for ensuring that Your participation in the DigiCert Reseller Program complies with all applicable federal, state, local and foreign laws, rules and regulations. If that participation means that You or Your agents or representatives must register with any governmental agency in any capacity under the laws, regulations or rules applicable to any Regulated Business, then You agree to effect such registration, maintain all such registrations in effect and continue to be in good standing in such registered capacities.

The fact that DigiCert permits a DigiCert Reseller to use the DigiCert Reseller Program in connection with a Regulated Business, notifies You of the existence of such Program or otherwise has any involvement with such Program does not constitute a representation or warranty by DigiCert of any nature, including that Your participation is permitted by applicable law or will not require Your registration with a government agency or subject You to laws, regulations or rules that otherwise would not apply to You.

#### GIVING OFFICIAL NOTICES

Any notice required or permitted to be given under Your reseller Agreement or these Policies or otherwise may be delivered by hand, deposited with an overnight courier, sent by confirmed facsimile or mailed by registered or certified mail, return receipt requested, charges (if any) prepaid and addressed to the intended recipient at such person's address or telecopier number indicated below, or to such other address or number as such party may from time to time specify by notice to the other party as provided in this Section. Notices given or other communications made by DigiCert may also be given or made by e-mail. If to DigiCert with regard to the DigiCert Reseller Program, to it at the postal address, telecopier number or e-mail address from time to time specified on DigiCert.com for such purpose. If to You, to it at the postal address, telecopier number or e-mail address most recently provided to DigiCert as part of Your registration data.

#### CHANGES TO THESE POLICIES

In addition to any discretion given to it under Your reseller Agreement, DigiCert reserves the right to add to, remove or otherwise change the terms of these Policies, in whole or in part, in accordance with the notice provisions of the Reseller Partnership Agreement. You are responsible for regularly reviewing each DigiCert.com in order to learn of any changes. YOUR CONTINUED USE OF THE DIGICERT RESELLER PROGRAM AFTER SUCH NOTICE IS POSTED OR OTHERWISE GIVEN (AND AFTER EXPIRATION OF ANY APPLICABLE PRIOR NOTICE PERIOD SPECIFIED ABOVE) SHALL CONSTITUTE YOUR BINDING AND LEGALLY ENFORCEABLE AGREEMENT TO SUCH CHANGE. IF YOU DO NOT WISH TO ACCEPT ANY SUCH CHANGE, THEN YOU MUST WITHDRAW FROM SUCH DIGICERT RESELLER AND CEASE USING SUCH DIGICERT RESELLER.

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I am authorized to sign the DIGICERT RESELLER PARTNERSHIP AGREEMENT and I agree and will abide by the terms and conditions.

Reseller Account Number: \_\_\_\_\_

(You must first establish a Reseller account online)

Website Name: \_\_\_\_\_

Website URL: \_\_\_\_\_

Company Name: \_\_\_\_\_

(If individual enter your Personal Name)

Address: \_\_\_\_\_

City: \_\_\_\_\_

State or Province: \_\_\_\_\_

Zip or Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone Number: \_\_\_\_\_

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

(If USA provide your Employer ID Number or if Individual your Social Security Number – if Canada provide your Company Tax ID Number or if Individual your Social Insurance Number).

Tax Classification: \_\_\_\_\_

(Example: Corporation, Foreign, Individual, LLC, LLP, Non-Profit, Other, Partnership, Sole Proprietorship, etc.)

Date: \_\_\_\_\_

Signed: \_\_\_\_\_