RELYING PARTY AGREEMENT AND LIMITED WARRANTY

YOU ARE REQUIRED TO READ THIS AGREEMENT CAREFULLY BEFORE RELYING ON A DIGICERT CLICKID SITE SEAL, SSL CERTIFICATE, OR OTHER SITE AUTHENTICATION PRODUCT OR SERVICE. IF YOU DO NOT AGREE TO THE TERMS HEREIN, YOU MAY NOT RELY ON OR USE A DIGICERT SITE AUTHENTICATION PRODUCT OR SERVICE. IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, PLEASE E-MAIL DIGICERT AT LEGAL@DIGICERT.COM OR CALL 1-800-896-7973.

This relying party agreement is between DigiCert, Inc., a Utah corporation (**"DigiCert"**) and you, the entity or individual relying on a DigiCert ClickID Site Seal, SSL certificate, or other site authentication product or service. You agree as follows:

1.   Definitions

1.1.   "Certificate" means an X.509v-3 formatted data structure that is signed by DigiCert.

1.2.   "Certificate Chain" means an ordered list of Certificates.

1.3.   "CPS" means the written statement of the policies and procedures used to operate DigiCert's PKI infrastructure. The CPS is available at http://www.digicert.com/ssl-cps-repository.htm.

1.4.   "Relying Party" shall mean an entity that acts in reliance on the information provided by DigiCert in a Site Seal, Certificate, or other site authentication product or service.

1.5.   "Site Seal" means a hyperlinked graphic provided by DigiCert to a Verified Identity for display on the Subject's web site.

1.6.   "Subject" means the entity that is listed in a DigiCert product or service as the authorized user of the product or service.

1.7.   "Verified Identity" means the identity of the Subject as displayed by or listed in a DigiCert site authentication product or service.

2.   Use.

2.1.   Applicability. This agreement is effective immediately upon your use of or reliance on a DigiCert site authentication product or service, such as when your SSL-enabled device is presented with a Certificate or when you access a website displaying a DigiCert Site Seal. The agreement lasts for as long as you assert that you have reasonably relied on a DigiCert site authentication product or service.

2.2.   Reliance. Subject to the conditions herein, you may rely on DigiCert's products and services for their intended purpose as described on DigiCert's website and in its CPS.

2.3.   Limitations on Use. You may not rely on a DigiCert site authentication product or service to control equipment in hazardous circumstances, or with any system where a failure could lead to death, personal injury, or severe environmental damage.

3.   Limited Warranty

3.1.   Limited Warranty. Subject to the limits, requirements, and conditions set forth herein, DigiCert warrants to you that, prior to the Certificate's or Site Seal's issuance, DigiCert verified the Subject's legal existence and determined that the named Subject was an entity that controlled the

site identified by the Certificate or Site Seal. This warranty does not apply to Client Certificates, Code Signing Certificates, Intranet Certificates (such as Certificates that do not include a fully-qualified domain name), the transaction of sensitive or private information, or any actions or omissions of a third party, including the Subject. This warranty is void if you breach the terms of this agreement.

3.2.   Qualifications. The warranty provided herein only applies if all of the following are true:

(i)   Prior to relying on the site authentication product or service, you checked all status information provided by DigiCert related to the site authentication product or service to confirm that the information was still valid and that the product or service had not expired or been revoked. For Certificates, this includes checking to ensure that each Certificate in the Certificate Chain is valid, unexpired, and non-revoked (by using any CRL or OCSP information available). For Site Seals, this includes verifying the Site Seal's authorization and validity directly with DigiCert and receiving a clear confirmation that the Subject was and remains authorized to display or use the Site Seal.

(ii)   Prior to relying on a site authentication product or service, you gathered sufficient information to make an informed decision about the proper use of the authentication product or service and whether your intended reliance on the authentication product or service was reasonable in light of the circumstances. This includes evaluating the risks associated with your intended use and the limitations associated with the site authentication product or service provided by DigiCert.

(iii)   Your reliance on the site authentication product or service is reasonable based on the circumstances. Your reliance is not reasonable if (i) there was information reasonably available, or if information was known by or presented to you, that would have led a reasonable person not to conduct business through the site or (ii) you used software or hardware that did not satisfactorily perform the technological procedures required to verify the validity of the relied upon site authentication product or service.

(iv)   You relied on the site authentication product or service when conducting an online transaction with the Subject during an SSL/TLS encrypted session and that transaction resulted in a fraudulent charge.

(v)   You disputed the unauthorized charge with any applicable service provider in accordance with the conditions and terms of the service provider, but the service provider refused to reverse the transaction, issue a refund, or provide other reimbursement for the unauthorized charge.

(vi)   You submit the claim via email to support@digicert.com within 60 days after the transaction occurs. A failure to submit the claim via email within the required 60-day period constitutes a conclusive waiver of the claim. The email claim must include your contact information (name, street address, phone number and e-mail address); the date of loss and a detailed description of the events and circumstances related to the loss; the web site URL and Subject name through which the loss occurred; the amount of the loss; information about the service providers involved in the financial transaction (credit card issuer, bank providing the wire transfer, etc.); and a description of any additional information, logs, records or supporting information that you have.

(vii)   You cooperate fully with any investigation of your claim, including providing additional information and granting rights of subrogation, if requested.

3.3.   Processing. Within 30 days after receiving your email and all supporting documentation (including a determination from any applicable service provider concerning any reversal, reimbursement, or refund of the charge), DigiCert will determine the amount eligible for

reimbursement. If you do not receive a response from DigiCert within 60 days of submitting all supporting documentation, then the claim is deemed denied. If you are not satisfied with DigiCert's initial determination of your claim, then, within 30 days of the denial or partial denial, you must send a notice by certified mail to DigiCert requesting a legal review of your claim. Your failure to send such notice under this mandatory procedure within 30 days after initial denial of the claim constitutes waiver of appeal and DigiCert's initial determination is final, binding, and a complete defense and bar to any attempt at judicial review on the ground of failure to exhaust administrative remedies.

4. **Disclaimers and Limitations on Liability**

4.1. <u>Warranty Disclaimers</u>. DIGICERT'S SITE AUTHENTICATION PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE USE OF A PRODUCT AND/OR SERVICE IS AT YOUR OWN RISK. EXCEPT FOR THE LIMITED WARRANTY UNDER SECTION 3, DIGICERT DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DIGICERT DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES WILL MEET YOUR EXPECTATIONS OR THAT ACCESS TO PRODUCTS OR SERVICES WILL BE TIMELY OR ERROR-FREE. DIGICERT DOES NOT WARRANT ANY THIRD PARTY PRODUCT OR SERVICE, INCLUDING ANY WEBSITE THAT IS SECURED BY A DIGICERT CERTIFICATE OR DISPLAYING A DIGICERT SITE SEAL.

4.2. <u>Limitations on Reimbursement</u>. If DigiCert breaches the warranty made in Section 3.1, if you meet the requirements in Section 3.2, and if you are in compliance with this agreement, then DigiCert will reimburse you for the actual unreimbursed unauthorized charge up to a maximum of the lesser of (i) the amount of the unauthorized charge, (ii) $1,000 U.S. per claim, (iii) $10,000 in aggregate for all transactions conducted by you or, if applicable, your affiliates, and (iv) $1,000,000 aggregate for all Relying Parties ("**Aggregate Limit**"). DigiCert administers all claims on a first-come, first-serve basis. Your reliance on multiple products and services used on the same website are mutually exclusive, (i.e. you may not make a warranty claim for both a Site Seal and Certificate used on the same site or with the same transaction). Payments made to you or another Relying Party by DigiCert will decrease the amount available under the Aggregate Limit to all other Relying Parties. If the Aggregate Limit is met, then you waive DigiCert of any liability for all remaining unreimbursed unauthorized charges, regardless of whether any amount was actually paid to you.

4.3. <u>Limitation on Liability</u>. EXCEPT FOR CLAIMS UNDER SECTION 3 (WHICH ARE SUBJECT TO THE LIMITS SET FORTH IN 4.2), YOU HEREBY WAIVE ALL LIABILITY OF DIGICERT AND ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS, AND AGENTS, RESULTING FROM OR CONNECTED TO THE RELIANCE ON OR USE OF DIGICERT'S SITE AUTHENTICATION PRODUCTS AND SERVICES, INCLUDING ANY LOSS RELATED TO THE ACTIONS OR OMISSIONS OF A SUBJECT OR OTHER THIRD PARTY.   YOU WAIVE ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR A DIGICERT PRODUCT OR SERVICE, INCLUDING ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA. THIS WAIVER APPLIES EVEN IF DIGICERT IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

4.4. <u>Force Majeure and Internet Frailties</u>. Neither party is liable for any failure or delay in performing its obligations under this agreement to the extent that the circumstances causing such failure or delay are beyond a party's reasonably control. You acknowledge that DigiCert's products and services are subject to the operation and telecommunication infrastructures of the Internet and the operation of your Internet connection services, all of which are beyond DigiCert's control.

4.5. <u>Applicability</u>. The waivers and limitations in this section 4 apply only to the maximum extent permitted by law and apply regardless of (i) the reason for or nature of the liability, including

tort claims, (ii) the number of any claims, (iii) the extent or nature of the damages, or (iv) whether any other provisions of this agreement have been breached or proven ineffective.

5.   **INDEMNIFICATION**

5.1.   <u>Indemnification</u>. You shall indemnify DigiCert and its contractors, agents, employees, officers, directors, shareholders, affiliates, and assigns against all liabilities, claims, damages, costs, and expenses, including reasonable attorney's fees, related to (i) your failure to comply with this agreement or (ii) your improper use of, or unreasonable reliance on, a DigiCert product or service.

5.2.   <u>Indemnification Procedure</u>. DigiCert shall promptly notify you of any such claim, and you shall bear full responsibility for the defense of such claim (including any settlements), provided that (i) you inform and consult with DigiCert about the progress of any litigation or settlement; (ii) any settlement does not stipulate any liability or wrong-doing by DigiCert, and (iii) any settlement does not requires specific performance by DigiCert. DigiCert may elect to participate in the defense of a claim using counsel of its choice at its own expense.

6.   **MISCELLANEOUS**

6.1.   <u>Entire Agreement</u>. This agreement constitutes the entire agreement between the parties with respect to your reliance on DigiCert's products and services, superseding all other agreements that may exist. DigiCert may, without notice, amend this agreement and the conditions under which you may rely on a DigiCert site authentication product or service. Amendments are effective when posted to DigiCert's website. You shall periodically review the website to be aware of any changes.

6.2.   <u>Notices</u>.   You shall send all notices in English writing by first class mail with return receipt request to DigiCert, Inc., Attn: Legal Department, 2600 West Executive Parkway, Suite 500, Lehi, UT 84043. DigiCert will post notices to you on its website.

6.3.   <u>Assignment</u>. You shall not assign any of your rights or obligations under this agreement without the prior written consent of DigiCert. Any transfer without consent is void and a material breach of this agreement. DigiCert may assign its rights and obligations without your consent.

6.4.   <u>Dispute Resolution</u>. At least 60 days before filing a suit or initiating an administrative claim, you shall notify DigiCert and any other party to the dispute and attempt to settle the dispute in good-faith via a business discussion.

6.5.   <u>Governing Law and Jurisdiction</u>. The laws of the state of Utah govern the interpretation, construction, and enforcement of this agreement and all matters related to it, including tort claims, without regards to any conflicts-of-laws principles. The parties hereby submit to the exclusive jurisdiction of and venue in the state and federal courts located in the State of Utah. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this agreement.

6.6.   <u>Severability</u>. The invalidity or unenforceability of a provision under this agreement, as determined by a court or administrative body of competent jurisdiction, does not affect the validity or enforceability of the remainder of this agreement. The parties shall substitute any invalid or unenforceable provision with a valid or enforceable provision that achieves the same economic, legal, and commercial objectives as the invalid or unenforceable provision.

6.7.   <u>Rights of Third Parties</u>. No third party has any rights or remedies under this agreement.

6.8.   <u>Interpretation</u>. The definitive version of this agreement is written in English. If this agreement is translated into another language and there is a conflict between the English version and the

translated version, the English language version controls. Section headings are for reference and convenience only and are not part of the interpretation of this agreement.

Last updated on 26 June 2013