MASTER SERVICES AGREEMENT

Thank you for your interest in the products and services of DigiCert, Inc., a Utah corporation ("**DigiCert**"). This Master Services Agreement, together with any appendices, addenda, Order Forms, schedules, and other terms referenced herein (collectively, the "**Agreement**"), governs your use of DigiCert's products and services presented in connection with this Agreement. The Certificate Terms of Use, the applicable Certification Practices Statement(s) ("**CPS**"), and the Privacy Policy, each available at https://www.digicert.com/legal-repository/ (as updated from time to time, the "**Legal Repository**") are incorporated by reference into this Agreement.

If you are accessing or using the Services on behalf of a business, entity, or individual, then: (a) you represent and warrant that you are an authorized representative of such business, entity, or with the authority to bind the entity or individual to this Agreement; and (b) such business, entity, or individual is legally and financially responsible for your access to and use of the Services as well as for the use of your account by others affiliated with you, including any employees, agents or contractors. "**Customer**" means you and any entity, business, or individual on whose behalf you are accessing or using Services.

By accessing or using DigiCert's Services, by electronically accepting this Agreement via DigiCert's online services, or by mutually agreeing to an Order Form with DigiCert in the manner specified in Section 1.1 below and which Order Form references this Agreement, Customer hereby accepts this Agreement as it relates to Customer's use of the Services. If Customer does not agree to the terms of this Agreement (or you do not have authority to enter into this Agreement on behalf of Customer), then Customer may not purchase or use any DigiCert Service. This Agreement is effective as of the date Customer first accepted this Agreement (the "**Effective Date**").

WHEREBY, DigiCert is a trusted third-party certification authority and experienced provider of digital certificates ("**Certificates**") and other related products, software, and services (collectively with the Certificates, the "**Services**");

WHEREBY, as part of the Services, DigiCert operates account management interfaces, portals and related APIs to facilitate the management of Certificates and other Services provided by DigiCert (each, a "**Portal**"); and

WHEREBY, Customer wishes to purchase, and DigiCert wishes to provide, one or more Services pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and good and valuable consideration which is hereby acknowledged, DigiCert and Customer hereby agree as follows:

1. Order Forms; Certificates.

1.1. Order Forms. Customer may purchase specific Services from DigiCert by entering into one or more mutually agreed upon quotes, purchase schedules, purchase orders, or order forms (whether online or electronic) that set forth the specific Services being procured by Customer under this Agreement, the term when each such Service is to be provided by DigiCert (the "**Service Term**") and the related payment terms for such Service (each, an "**Order Form**"). Order Forms are considered "mutually agreed upon" either (i) when executed by both parties in writing, (ii) when Customer affirms its electronic acceptance of an Order Form that DigiCert has presented to Customer via electronic means (e.g., at https://www.digicert.com/order), or (iii) when DigiCert presents Customer with an Order Form and Customer affirms its acceptance by issuing a purchase order. Customer and DigiCert acknowledge and agree that each Order Form will be governed by and incorporated by reference into the terms of this Agreement.

1.2. Portal; Portal API. Subject to Customer's compliance with the terms and conditions of this Agreement, DigiCert hereby grants Customer permission, during the term of this Agreement, to use the Portal (in the form made available by DigiCert to Customer) to manage Certificates (or to manage any other Services to the extent permitted in the Portal). Further, subject to Customer's compliance with this Agreement, if Customer has been granted access to the Portal API by DigiCert, then DigiCert hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited license during the term of this Agreement to install, use and make calls to

and from such Portal API solely for the purpose of facilitating Customer's use of the Portal (and its tools and functionalities) directly from Customer's internal systems. "**Portal API**" means the portion of the Portal that constitutes an application programming interface and that facilitates the integration of the Portal with Customer's internal systems, as such application programming interface may be made available by DigiCert under this Agreement.

1.3. Applicable Certificates. This Agreement applies to each Certificate issued to Customer by DigiCert, regardless of: (i) the Certificate type (client, code signing, or TLS/SSL), (ii) when Customer requested the Certificate, or (iii) when the Certificate is issued. With respect to any Certificates issued by DigiCert to Customer hereunder, the parties acknowledge and agree that this Agreement constitutes the subscriber agreement, as required under the applicable industry standards, guidelines and requirements related to the issuance of Certificates (including the EV Guidelines, as defined in the Certificate Terms of Use).

1.4. Portal Accounts. In connection with the Services, DigiCert will provide the Customer with accounts to access and use the Portal (the "**Portal Accounts**"). Customer must maintain security over its Portal Accounts. Customer assumes liability for any use of its Portal Accounts by individuals obtaining access credentials from Customer.

1.5. IP Address Scanning. Customer will not scan a DigiCert IP address (including through automated means) without obtaining DigiCert's prior written consent. DigiCert reserves the right to block an IP address that has been used to initiate connections that are not related to normal use of services without DigiCert's prior written consent. Examples of non-normal use connections include, but are not limited to, vulnerability or load/performance scans. DigiCert may throttle any access to the Portal or Portal API if DigiCert believes a system has initiated excessive connections to DigiCert's Portals or Portal API. For the Portal API, excessive connections are defined as greater than 1,000 requests/5 minutes per API key.

1.6. Certificates. Customer will order, manage, and use, and DigiCert will provide and manage Certificates in accordance with DigiCert's Certificate Terms of Use, available at https://www.digicert.com/certificate-terms (as updated from time to time, the "**Certificate Terms of Use**").

1.7. QTSP Services. Notwithstanding anything to the contrary in this Agreement, if Customer purchases certain Services issued by DigiCert's QTSP (as defined below) (whether acting in its capacity as QTSP or otherwise) or its Affiliates ("**QTSP Services**"), then the applicable CPS for certain such QTSP Services is located at https://www.quovadisglobal.com/repository/ (as updated from time to time and where such repository is applicable, also the "**Legal Repository**").

1.8. DigiCert Vendor Entities. DigiCert's Vendor Entities may exercise any right or perform any obligation under this Agreement. For clarity, a Vendor Entity may (i) exercise DigiCert's billing rights and obligations, and (ii) execute Order Forms with Customer. If Customer purchases Qualified Certificates, then Customer acknowledges that the applicable Qualified Trust Service Provider is the provider of such Services. "**Vendor Entity**" means the QTSPs and any Affiliate of DigiCert. "**Qualified Certificates**" means a Certificate (i) that is issued by a Qualified Trust Service Provider pursuant to the requirements of applicable EU or Swiss certification and electronic signature laws, and (ii) that carries the highest assurance level of "qualified" pursuant to such requirements. "**Qualified Trust Service Provider**" or "**QTSP**" means the following entities that are authorized by governmental authorities to issue Qualified Certificates:

Qualified Trust Service Provider	Trusted List	Jurisdiction of Supervisory Body
QuoVadis Trustlink B.V.	Netherlands Trusted List	Netherlands
DigiCert Europe Belgium B.V.	Belgium Trusted List	Belgium
QuoVadis Trustlink Schweiz AG	Swiss Trusted List	Switzerland

1.9. Purchases for Resale. If Customer purchases Services on behalf, or for the use of, anyone other than Customer or an Affiliate of Customer (including employees or contractors of Customer or an Affiliate of Customer), then Customer agrees that such purchases will be governed by the terms of the Master Reseller Agreement, available at https://www.digicert.com/master-reseller-agreement (as updated from time to time), which terms are incorporated herein by reference. For purposes of this Agreement, "**Affiliate**" means any entity that directly or

indirectly controls, is controlled by, or is under common control with a party to this Agreement.

2. Fees.

2.1. Fees. Customer will pay DigiCert the fees for Services provided hereunder as posted in the Portal or as set forth in an Order Form. Prices of Certificates available for purchase on a per-Certificate basis are subject to change; updates to pricing will be posted in the Portal. All payments are due and payable either within 30 days of the date of purchase or such other period, if any, stated in an Order Form. Fees payable hereunder are in exchange for the provision of Services by DigiCert and are not a royalty or license fee. If Customer submits funds to its Portal Account that are not connected to an Order Form (i.e., funds not connected to the purchase of Services with a definite term length), Customer may use such funds to purchase Services within 12 months. If Customer fails to use all such funds, any remaining funds will be deemed fees earned by DigiCert for Services provided, and Customer may not use them in connection with any other purchase. If any undisputed invoiced amount is not received by DigiCert by the due date, then without limiting DigiCert's rights or remedies, (a) those charges will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, (b) DigiCert may accelerate Customer's unpaid fee obligations so that they become immediately due and payable, and (c) DigiCert may suspend or limit Customer's access to the Portal or Services without notice until full payment is made. Customer must notify DigiCert of any fee disputes within 30 days of the applicable invoice date or such invoice will be deemed accepted.

2.2. Taxes. DigiCert may charge, and Customer will pay, all applicable federal, state, or local sales or use taxes, value added taxes ("**VAT**"), goods and services taxes ("**GST**"), and consumption taxes that DigiCert is legally obligated to charge ("**Taxes**"). All fees charged by DigiCert are exclusive of any Taxes however imposed, e.g., VAT, GST, or consumption taxes, unless such Taxes are stated on the invoice DigiCert provides to Customer. Customer may provide DigiCert an exemption certificate or equivalent information acceptable to the relevant taxing authority. In such case, DigiCert will not charge or collect the Taxes covered by such exemption certificate. During the term of this Agreement, DigiCert will provide Customer with forms, documents, or certifications as may be required for Customer to satisfy information reporting or withholding tax obligations with respect to payments under this Agreement. Upon DigiCert's receipt of Customer's proof of withholding (which proof must be acceptable in DigiCert's sole discretion), Customer may deduct or withhold any taxes that Customer determines it is obligated to withhold from any amounts payable to DigiCert under this Agreement. Except as stated in this Section 2.2, Customer may not withhold or offset any amount owed to DigiCert for any reason.

3. Intellectual Property Rights; Restrictions.

3.1. DigiCert Intellectual Property Rights. DigiCert retains, and Customer will not obtain or claim, any title, interest, or ownership rights in any of DigiCert's products or services (including the Services), including all software associated with the Portal, the Services, or techniques and ideas embedded therein; all copies or derivative works of such products or services or software provided by DigiCert, regardless of who produced, requested, or suggested the copy or derivative work; all documentation and marketing material provided by DigiCert to Customer; and all of DigiCert's copyrights, patent rights, trade secret rights and other proprietary rights.

3.2. Restrictions. Customer will protect DigiCert's intellectual property, and the value, good will, and reputation associated therewith when accessing or using the Services. Customer will not: (i) attempt to interfere with, or disrupt the operations of, the Services or attempt to gain access to any systems or networks that connect thereto, except as required to access and use the Portal (including the Portal API) as permitted hereunder, (ii) re-engineer, reverse engineer, decompile or disassemble any portion of the Services; (iii) use, copy or modify the Services for any purpose other than as expressly permitted herein; (iv) transfer, sublicense, rent, lease, lend, distribute or otherwise make available the Services to any third party other than as expressly permitted herein; (v) replicate, frame or mirror the Services; (vi) remove, erase or tamper with any copyright or other proprietary notice encoded or recorded in the Services; (vii) introduce into the Services any computer virus, malware, software lock or other such harmful program or data which destroys, erases, damages or otherwise disrupts the normal operation of the Services or allows for unauthorized access to the Services, (viii) access, or allow another party to access or use, the Services for any benchmarking purposes or to develop or improve a product or service that competes with DigiCert, (ix) impersonate or misrepresent Customer's affiliation with any entity, or (x) encourage or authorize a third party to do any of the foregoing. DigiCert may terminate this Agreement or Customer's Portal Accounts,

restrict Customer's access to the Services, or revoke the Certificates if DigiCert reasonably believes that Customer is using the Services, to post or make accessible any material that infringes DigiCert's or any third party's rights or is in breach of this Agreement. Customer will not use any marketing material or documentation that refers to DigiCert or its products or services without receiving written prior approval from DigiCert, except as outlined in Section 3.4 (Mark License).

3.3. <u>Trademark Usage.</u> Customer agrees that DigiCert may use Customer's name and trademark to perform its obligations under this Agreement and to indicate that Customer is receiving DigiCert's Service, provided that such use would not foreseeably diminish or damage Customer's rights in any of its trademarks, create a misrepresentation of the parties' relationship, or diminish or damage a party's reputation. Neither party may register or claim any right in the other party's trademarks. Customer grants DigiCert a right to use any trademark of Customer included in the Certificate to the extent necessary to operate such Certificate.

3.4. <u>Mark License.</u> DigiCert may make certain marks available for Customer to display to indicate that a particular Certificate has been issued for a particular Customer property (each, a "**Mark**"). Effective upon issuance of the applicable Certificate, and only for so long as such Certificate remains valid, and Customer is in full compliance with all applicable terms related thereto, DigiCert grants to Customer a limited, revocable license during the validity period of the applicable Certificate to display the applicable Mark (in the form provided by DigiCert to Customer) to accurately and not misleadingly indicate the applicable Certificate on Customer's products, domain names or services. Customer agrees to not modify Marks in any manner or use or display Marks for any inappropriate purpose or in any way that could misrepresent the parties' relationship or diminish or damage DigiCert's reputation or the goodwill associated with any Mark or other DigiCert trademarks or service marks, including using a Mark or Certificate with a website that could be considered associated with crime, fraud, deception, defamation, libel, obscenity, misappropriation or infringement or that is otherwise reasonably objectionable to DigiCert. All goodwill arising in connection with the use of Marks will inure to the benefit of DigiCert and if Customer obtains any right, title or interest in or to any Mark as a result of the use of such Mark, then Customer hereby irrevocably assigns to DigiCert all such right, title and interest therein and thereto.

4. **Evaluation License**.

The terms in this Section 4 apply if Customer is granted the right to access or use any Services free-of-charge for evaluation purposes, including trials, proofs of concept, or other demonstrations or tests ("**Trial Basis**").

4.1. <u>Use Rights.</u> Customer agrees that it may only access or use any Services provided under this Agreement on a Trial Basis solely for the purpose of Customer's internal, non-production, non-commercial evaluation and interoperability testing of the applicable Services, and Customer may not use the Services provided on a Trial Basis for any other purpose.

4.2. <u>Evaluation Period.</u> Customer's right to use the Services on a Trial Basis are time-limited and will terminate immediately upon the earlier of (i) the trial end date as specified in an Order Form or other document executed by the parties regarding such trial, or (ii) the start date of when Customer purchases a right to use such Services on a non-Trial Basis, or (iii) the date when DigiCert terminates Customer's right to use the Services on a Trial Basis (which DigiCert may do at any time in its sole discretion). Customer must cease using the Services on a Trial Basis upon any such termination.

4.3. <u>Trial Data.</u> Customer agrees that any data or information that Customer enters into the Services used on a Trial Basis, and any customizations made to such Services by or for Customer, during the Trial Basis period may be permanently lost unless Customer purchases the same Services on a non-Trial Basis before the termination date set forth in Section 4.2 above.

4.4. <u>Limitation of Liability.</u> IN NO EVENT WILL DIGICERT BE LIABLE FOR ANY DAMAGES UNDER THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUE, LOST PROFITS, OR CONSEQUENTIAL DAMAGES EVEN IF DIGICERT IS ADVISED OF THEIR POSSIBILITY.

4.5. <u>Warranty Disclaimer.</u> CUSTOMER ACKNOWLEDGES THAT NO WARRANTIES, SERVICE LEVELS, OR SPECIFICATIONS SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE SERVICES WILL APPLY TO ANY

SERVICES PROVIDED ON A TRIAL BASIS. THE PARTIES ACKNOWLEDGE THAT THE SERVICE PROVIDED ON A TRIAL BASIS ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. DIGICERT DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

4.6. <u>Order of Precedence.</u> In the event of a conflict between this Section 4 and any provision of the Agreement, this Section 4 will prevail and supersede the conflicting provisions in the Agreement with respect to the Services provided by DigiCert to Customer on a Trial Basis.

5. Confidentiality.

5.1. <u>Definition</u>. **"Confidential Information"** means any information, documentation, system, or process disclosed by a party or a party's Affiliate that is: (i) designated as confidential (or a similar designation) at the time of disclosure; (ii) disclosed in circumstances of confidence; or (iii) understood by the parties, exercising reasonable business judgment, to be confidential.

5.2. <u>Exclusions</u>. Confidential Information does not include information that: (i) was lawfully known or received by the receiving party prior to disclosure; (ii) is or becomes part of the public domain other than as a result of a breach of this Agreement; (iii) was disclosed to the receiving party by a third party, provided such third party, or any other party from whom such third party receives such information, is not in breach of any confidentiality obligation in respect to such information; or (iv) is independently developed by the receiving party as evidenced by independent written materials.

5.3. <u>Obligations</u>. Each party will keep confidential all Confidential Information it receives from the other party or its Affiliates. Each party will use disclosed Confidential Information only for the purpose of exercising its rights and fulfilling its obligations under this Agreement and will protect all Confidential Information against disclosure using a reasonable degree of care. Each party may disclose Confidential Information to its contractors if the contractor is contractually obligated to confidentially provisions that are at least as protective as those contained herein. If a receiving party is compelled by law to disclose Confidential Information of the disclosing party, the receiving party may disclose such Confidential Information that it is advised by its legal counsel is legally required, but only after using reasonable efforts to (i) seek confidential treatment for the Confidential Information, and (ii) send sufficient prior notice to the other party to allow the other party to seek protective or other court orders and reasonably cooperates with such attempts by the other party.

5.4. <u>Privacy</u>. Customer consents, for itself, its users and contacts, to provide certain required information relating to an identified or identifiable natural person ("**Personal Data**"), which is necessary for use of the Services (including the Certificates), and which will be processed and used in accordance with DigiCert's Privacy Policy available as at https://www.digicert.com/digicert-privacy-policy (as updated from time to time, the "**Privacy Policy**"). The Privacy Policies applicable to QTSP Services are available at https://www.quovadisglobal.com/privacy/ (as updated from time to time).

5.5. <u>Publication of Certificate Information</u>. Notwithstanding anything in this Agreement to the contrary, Customer consents to: (i) DigiCert's public disclosure of information (such as Customer's domain name, jurisdiction of incorporation, or contact information), embedded in an issued Certificate; and (ii) Customer's Certificates and information embedded therein being logged by or on behalf of DigiCert in publicly-accessible Certificate transparency databases for purposes of detecting and preventing phishing attacks and other forms of fraud, and Customer agrees that such information when logged may not be removed. This consent survives termination of this Agreement. DigiCert may rely on and use information provided by Customer for any purposes connected to the Services, but only if such use is in compliance with DigiCert's Privacy Policy and complies with the confidentiality obligations in this Section 5.

6. Term and Termination.

6.1. <u>Term</u>. This Agreement is effective upon the Effective Date and will remain in effect unless earlier terminated in accordance with this Agreement.

6.2. <u>Termination</u>. Either party may terminate this Agreement immediately if the other party: (i) materially breaches this Agreement (including any appendices, addenda, Order Forms, schedules and other terms referenced herein) and fails to remedy the material breach within thirty (30) days after receiving notice of the material breach (except that any breach by Customer of the Certificate Terms of Use will be deemed a material breach of this Agreement for which DigiCert can immediately terminate this Agreement without a remedy period); (ii) engages in illegal or fraudulent activity in connection with this Agreement (or in the case of termination by DigiCert, Customer engages in an activity that could otherwise materially harm DigiCert's business in connection with this Agreement); (iii) has a receiver, trustee, or liquidator appointed over substantially all of its assets; (iv) has an involuntary bankruptcy proceeding filed against it that is not dismissed within 30 days of filing; or (v) files a voluntary petition of bankruptcy or reorganization.

6.3. <u>Restrictions on Further Use</u>. Upon expiration or termination of the Agreement: (i) except as otherwise specified, all other rights and licenses granted herein terminate; (ii) each party will immediately discontinue all representations or statements that could imply that a relationship exists between DigiCert and Customer; (iii) each party will continue to comply with the confidentiality requirements in this Agreement; and (iv) Customer will, within 30 days of the date of termination, pay to DigiCert any fees, or part thereof, still owed as of the date of termination and destroy or deliver to DigiCert all sales manuals, price lists, literature and other materials relating to DigiCert.

6.4. <u>Survival</u>. The CPS, the Certificate Terms of Use, and any applicable sections herein or appendices that specifically state they survive termination of this Agreement, will survive expiration or termination of this Agreement until all Certificates issued or other Services provided by DigiCert expire or are revoked. In addition, the obligations and representations of the parties under Section 3.1, Section 3.2, Section 5 (Confidentiality), Section 6 (Termination), Section 7 (Disclaimers of Warranties, Limitation of Liability, and Indemnification), and Section 8 (Miscellaneous) survive expiration or termination of this Agreement. Customer's obligation to pay all amounts owed by Customer to DigiCert survive termination of this Agreement.

7. Disclaimer of Warranties, Limitation of Liability, and Indemnification.

7.1. <u>Warranties</u>. DigiCert warrants the Certificates offered under this Agreement will comply in all material respects to the requirements in the CPS and with applicable law.

7.2. <u>DISCLAIMERS</u>. OTHER THAN AS PROVIDED IN SECTION 7.1, THE SERVICES, AND ANY RELATED SOFTWARE (INCLUDING THE PORTAL) ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIGICERT DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DIGICERT DOES NOT WARRANT THAT ANY SERVICE OR PRODUCT WILL MEET CUSTOMER'S EXPECTATIONS OR THAT ACCESS TO THE SERVICES WILL BE TIMELY OR ERROR-FREE. DigiCert does not guarantee the accessibility of any products or services and may modify or discontinue offering any product or service offering at any time. Customer's sole remedy for a defect in the Services is for DigiCert to use commercially reasonable efforts, upon notice of such defect from Customer, to correct the defect, except that DigiCert has no obligation to correct defects that arise from (i) misuse, damage, modification or damage of the Services or combination of the Services with other products and services by parties other than DigiCert, or (ii) Customer's breach of any provision of this Agreement.

7.3. <u>Limitation of Liability</u>. This Agreement does not limit a party's liability for: (i) death or personal injury resulting from the negligence of a party; (ii) gross negligence, willful misconduct or violations of applicable law, or (iii) fraud or fraudulent statements made by a party to the other party in connection with this Agreement. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) DIGICERT AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (THE "**DIGICERT ENTITIES**") WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF; AND (B) THE DIGICERT ENTITIES' TOTAL

CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO DIGICERT IN THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, INDEMNIFICATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER DIGICERT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NO CLAIM, REGARDLESS OF FORM, WHICH IN ANY WAY ARISES OUT OF THIS AGREEMENT, MAY BE MADE OR BROUGHT BY CUSTOMER OR CUSTOMER'S REPRESENTATIVES MORE THAN ONE (1) YEAR AFTER THE BASIS FOR THE CLAIM BECOMES KNOWN TO CUSTOMER.

7.4. <u>Indemnity</u>. Customer will indemnify, defend and hold harmless DigiCert and DigiCert's employees, officers, directors, shareholders, Affiliates, and assigns (each an "**Indemnified Party**") against all third party claims and all related liabilities, damages, and costs, including reasonable attorneys' fees, arising from (i) Customer's breach of this Agreement; (ii) Customer's online properties for which DigiCert provides Services hereunder, or the technology or content embodied therein or made available through such properties; (iii) DigiCert's access or use in compliance with this Agreement of any information, systems, data or materials provided by or on behalf of Customer to DigiCert hereunder, (iv) Customer's failure to protect the authentication mechanisms used to secure the Portal or a Portal Account; (v) Customer's modification of a DigiCert product or service or combination of a DigiCert product or service with any product or service not provided by DigiCert; (vi) an allegation that personal injury or property damage was caused by the fault or negligence of Customer; (vii) Customer's failure to disclose a material fact related to the use or issuance of the Services; or (viii) an allegation that the Customer, or an agent of Customer, used DigiCert's Services to infringe on the rights of a third party.

7.5. <u>Indemnity Obligations</u>. An Indemnified Party seeking indemnification under this Agreement must notify the indemnifying party promptly of any event requiring indemnification. However, an Indemnified Party's failure to notify will not relieve the indemnifying party from its indemnification obligations, except to the extent that the failure to notify materially prejudices the indemnifying party. The indemnifying party may assume the defense of any proceeding requiring indemnification unless assuming the defense would result in potential conflicting interests as determined by the Indemnified Party in good faith. An Indemnified Party may, at the indemnifying party's expense, defend itself until the indemnifying party's counsel has initiated a defense of the Indemnified Party. Even after the indemnifying party assumes the defense, the Indemnified Party may participate in any proceeding using counsel of its own choice and at its own expense. The indemnifying party may not settle any proceeding related to this Agreement unless the settlement also includes an unconditional release of liability for all Indemnified Parties. The indemnifying party's indemnification obligations hereunder are not an Indemnified Party's sole remedy for events giving rise to indemnity by the indemnifying party hereunder, and are in addition to any other remedies an Indemnified Party may have against the indemnifying party under this Agreement.

7.6. <u>Injunctive Relief</u>. Customer acknowledges that its breach of this Agreement may result in irreparable harm to DigiCert that cannot adequately be redressed by damages. Accordingly, in addition to any other legal remedies which may be available, DigiCert may seek and obtain an injunctive order against a breach or threatened breach of this Agreement by Customer, and without a need to post a bond or similar action.

7.7. <u>Extent</u>. The limitations and obligations in this section apply 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 claims of liability; (iii) the extent or nature of the damages; or (iv) whether any other provisions of this Agreement were breached or proven ineffective.

8. Miscellaneous.

8.1. <u>Force Majeure</u>. Except for Customer's payment obligations, 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 reasonable control. Customer acknowledges that the Services (including the Portal and Certificates) are subject to the operation and telecommunication infrastructures of the Internet and the operation of Customer's Internet connection services, all of which are beyond DigiCert's control.

8.2. <u>Entire Agreement</u>. This Agreement, along with all documents referred to herein, including any applicable Order Form, constitutes the entire agreement between the parties with respect to the subject matter, superseding all

other prior agreements that might exist. All DigiCert products and services are provided only upon the terms and conditions of this Agreement, and this Agreement prevails over any conflicting, additional, or different terms and conditions proposed by Customer. Except as otherwise allowed herein, neither party may amend this Agreement unless the   amendment is both in writing and signed by the parties. Any terms in a purchase order or similar ordering document provided by Customer and not executed by DigiCert that conflict with the terms of this Agreement or materially alter the rights or obligations of the parties are expressly rejected and will be of no effect. In the event of an inconsistency between documents, the following order of precedence will apply: (1) Master Services Agreement, (2) Certificate Terms of Use; (3) other applicable appendices, addenda, and schedules, and (4) Order Forms, unless the Order Form expressly states that it will take precedence.

8.3. <u>Amendment</u>. DigiCert may amend: (i) this Agreement; (ii) the CPS; (iii) the Privacy Policy; (iv) the Certificate Terms of Use; and (v) any other applicable appendices, addenda and schedules (but for clarity not an Order Form) at any time and will give notice of any material changes via the Portal, by posting the amended version to the Legal Repository, or by a means set forth in Section 8.7. If such an amendment materially and adversely affects Customer's rights herein, Customer will have the right, as its sole and exclusive remedy in connection with such amendment, to terminate this Agreement during the 30-day period after DigiCert's notice of such amendment, by providing written notice of termination to DigiCert. Customer's continued use of the Services after 30 days of DigiCert's notice of the amendment constitutes Customer's acceptance of the amendment.

8.4. <u>Waiver</u>. A party's failure to enforce or delay in enforcing a provision of this Agreement does not waive the party's right to enforce the   same provision later or the party's right to enforce any other provision of this Agreement. A waiver is only effective if in writing and signed by both parties.

8.5. <u>Assignment</u>. Customer may not assign or delegate any of its rights or obligations under this Agreement without the prior written consent of DigiCert. DigiCert   may assign or delegate any of its rights and obligations under this Agreement without Customer's consent. Any purported assignment or delegation in violation of this Agreement is null and void.

8.6. <u>Relationship</u>. DigiCert and Customer are independent contractors and not agents or employees of each other. Neither party has the power to bind or obligate the other or to make any statements, representations, warranties or commitments on behalf of the other party. Each party is responsible for its own expenses and employees. All persons employed by a party will be employees of such party and not of the other party and all costs and obligations incurred by reason of any such employment will be for the account and expense of such party.

8.7. <u>Notices</u>. DigiCert will send notices of early termination or breach of this Agreement to Customer by first class mail to the address listed in the Portal Account, which notices are effective upon receipt. DigiCert will send all other notices (or if no physical address is provided by Customer, then DigiCert will send all notices hereunder including notices of early termination or breach of this Agreement) by posting the notice in the Portal Account or by email via the email address of Customer's administrator Portal Account (or other alternate email address associated with the Portal Account if provided), or by regular mail. All such notices are effective when posted in the Portal or when sent to the Portal Account. It is Customer's responsibility to keep its email address current. Customer will be deemed to have received any email sent to the email address then associated with the Portal Account when DigiCert sends the email, regardless of whether Customer receives the email. Customer will send DigiCert notices in writing by postal mail that is addressed to DigiCert, Inc., Attn: General Counsel, 2801 North Thanksgiving Way, Suite 500, Lehi, Utah 84043. Notices from Customer are effective upon receipt. DigiCert may change its address for notice either by providing written (including email) notice to Customer or by publishing a new address for notice through the Portal.

8.8. <u>Governing Law and Jurisdiction</u>. The (i) laws that govern the interpretation, construction, and enforcement of this Agreement and all matters, claims or disputes related to it, including tort claims, and (ii) the courts or arbitration bodies that have exclusive jurisdiction over any of the matters, claims or disputes contemplated in sub-section (i) above, will each depend on where Customer is domiciled, as set forth in the table below. In instances where the International Chamber of Commerce is designated below as the court or arbitration body with exclusive jurisdiction of such matters, claims or disputes, then the parties hereby agree that (x) all matters, claims or disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("**Rules**") by one or more arbitrators appointed in accordance with the Rules,

(y) judgment on the award rendered by such arbitration may be entered in any court having jurisdiction, and (z) this arbitration clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Customer is Domiciled in:	Governing Law is laws of:	Court or arbitration body with exclusive jurisdiction:
The United States of America, Canada, Mexico, Central America, South America, the Caribbean, or any other country not otherwise included in the rest of the table below	Utah state law and United States federal law	State and Federal courts located in Salt Lake County, Utah
Europe, the United Kingdom, Switzerland, Russia, the Middle East or Africa	England	International Chamber of Commerce, International Court of Arbitration, with seat of arbitration in London
Japan	Japan	International Chamber of Commerce, International Court of Arbitration, with seat of arbitration in Tokyo
Australia or New Zealand	Australia	International Chamber of Commerce, International Court of Arbitration, with seat of arbitration in Melbourne
A Country in Asia or the Pacific region, other than Japan, Australia or New Zealand	Singapore	International Chamber of Commerce, International Court of Arbitration, with seat of arbitration in Singapore

8.9. <u>Dispute Resolution</u>. To the extent permitted by law, before Customer files suit or initiates an arbitration claim with respect to a dispute involving any aspect of this Agreement, Customer shall notify DigiCert, and any other party to the dispute for the purpose of seeking business resolution. Both Customer and DigiCert shall make good faith efforts to resolve such dispute via business discussions. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed as permitted under applicable law and as specified under this Agreement.

(i)   <u>Arbitration</u>. In the event a dispute is allowed or required under this agreement to be resolved through arbitration, the parties will maintain the confidential nature of the existence, content, or results of any arbitration hereunder, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial confirmation or challenge to an arbitration award or its enforcement, or unless otherwise required by law or judicial decision.

(ii)   <u>Class Action and Jury Trial Waiver</u>. THE PARTIES EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR THE PURPOSES OF LITIGATING DISPUTES HEREUNDER. Each party agrees that any dispute must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("**Class Action**"). The parties expressly waive any ability to maintain any Class Action in any forum in connection with any dispute. If the dispute is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

8.10.   <u>Compliance with Law</u>. Each party will comply with all applicable laws, including federal, state and local laws and regulations in connection with its performance under this Agreement. Customer acknowledges that Services provided or offered under this Agreement may be subject to, and Customer agrees to comply with all applicable laws in connection with is use of the Services, including all applicable export controls, trade sanctions, and

physical or electronic import laws, advertising laws, privacy laws, regulations, and rules. DigiCert may suspend performance of any of its obligations under the Agreement, without any prior notice or cure period and without any liability, if Customer fails to comply with this provision.

8.11. <u>Severability</u>. The invalidity or unenforceability of any provision of this Agreement, as determined by a court or administrative body of competent jurisdiction, will not affect the validity or enforceability of the remainder of this Agreement, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

8.12. <u>Rights of Third Parties</u>. Except as stated in the Certificate Terms of Use or Section 1.8, no third parties have any rights or remedies under this Agreement.

8.13. <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.