DIGICERT PARTNER MDF PROGRAM GUIDE

Market Development Fund Guidance & Policies

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Grow Your Business With DigiCert

The DigiCert Market Development Fund (MDF) Program is designed to help partners increase revenue and drive business outcomes through cost sharing of approved activities related to marketing and selling DigiCert ONE solutions. Administered as part of the DigiCert Partner Program, MDF is available to all partners on a proposal basis. Funding is determined quarterly based on partner engagement, projected return on investment, and fund availability. We encourage partners to work closely with DigiCert account teams to develop annual plans that align with business and partnership objectives.

This guide explains how DigiCert MDF works, what the funds can be used for, and how to navigate the process. It is the partner's responsibility to be familiar with and adhere to these rules and guidelines.

General Terms & Conditions

MDF is available to all partners enrolled in the DigiCert Partner Program who are in good standing (no past due invoices), as well as approved alliance partners. The intent of MDF is to drive measurable customer opportunities and outcomes through either partner-led or joint marketing and selling activities. Unused MDF allocations cannot be carried over from quarter to quarter and must be used in the timeframe specified in the approved MDF request.

MDF funds belong to DigiCert, and DigiCert reimburses partners for DigiCert-approved activities at its sole discretion. DigiCert reserves the right to alter or withdraw this program at any time.

However, such changes will not affect funds approved prior to any announcement. DigiCert also reserves the right to audit and verify MDF claims and request additional documentation, such as proof of performance, prior to payment of a claim.

Partners that do not comply with the guidelines and requirements outlined may become ineligible for the MDF program for a period of time.

DigiCert reserves the right not to reimburse for activities deemed inappropriate or ineligible. In the event of a change of ownership of the partner entity, MDF will no longer be available unless DigiCert gives prior written consent and the new owner has been granted the appropriate DigiCert Partner Program status.

In the event of a partner agreement termination, partners will have 60 days from the notice date to submit claims for approved activities conducted prior to the date of termination. Claims submitted after the 60-day period will not be accepted. Any previously allocated funds will be forfeited.

MDF Partner Qualifications

To qualify for MDF, partners must have a documented DigiCert marketing plan in place (developed with the help of your DigiCert channel marketing manager) and be up to date with your DigiCert partner training requirements.

Eligible Activities

Activity Type	Covered Expenses
Industry Event Sponsorships – DigiCert and other third-party organized	 Sponsorship fee/booth fee Booth display design and production Marketing materials/sales collateral production, translation, printing Advertising Promotional items
Customer Event Hosting – virtual and in-person, partner organized and led	 Venue Marketing materials/sales collateral production, translation, printing Advertising and promotion List acquisition Promotional items
Email and Direct Mail Campaigns	Content production, translation, printingList acquisitionFulfillment
Advertising Insertion – for partner and DigiCert co-branded ads	 Social ads Webpage banners Paid search Digital or print publication ads Content production, translation, printing
Sales Kickoff Events – virtual and in-person, partner organized and led	 Venue Marketing materials/sales collateral production, translation, printing Promotional items
Sales Training/Workshop Events - virtual and in-person, partner organized and led	 Venue Marketing materials/sales collateral production, translation, printing Promotional items
Sales Incentives – for partner- employed sales teams	SPIFs Contest award gifts

Please Note

For MDF-funded activities, the DigiCert (and/or DigiCert partner) logo must appear on all collateral, advertisements, and event signage for any activity DigiCert is funding.

All registered marks, trademarks, copyrights, and disclaimers of DigiCert must be properly used as described in the DigiCert Brand Guidelines. Activities containing insufficient DigiCert product content or not adhering to the brand guidelines may not be eligible for reimbursement.

Content must not be misleading, deceptive, or in violation of federal, state, or local regulations.

If there are multiple sources funding the same activity, ad messaging and promotional content must promote the partner, DigiCert or DigiCert products, and the additional partner(s) as a total end-user solution as approved by DigiCert. Additional partners can only be those providing non-competing software and peripheral equipment. In addition, the DigiCert logo must be consistent with the amount being funded with DigiCert MDF. For instance, if DigiCert and another source each fund 25% of a qualifying activity, our logos must be the same size.

Regarding partner sales incentives, SPIFs should be outlined in detail and pre-approved by DigiCert. Funds may only be used to offer to partner's employed sales individuals time-limited incentives for specific, qualified DigiCert sales activities. Funds shall not be used to run external rewards or incentives for the partner's customers. Prizes with an outward appearance of being excessive or lavish, or where applicable program terms are non-compliant with the DigiCert Corporate Policies or other compliance requirements, will not be approved.

Partners who request reimbursement for SPIF incentives are wholly responsible for drafting terms and conditions, conducting incentives, and addressing any tax, legal, and compensation matters resulting from the provision of such incentives.

Incentive terms must state that DigiCert is released from all liability in connection with the incentive. DigiCert cannot be identified in the incentive terms or any partner collateral as the sponsor or administrator, where the partner will seek reimbursement for its SPIF incentive covering DigiCert products/services.

Any partner running an incentive is under strict obligation to comply with all applicable laws and regulations, as well as any local, state, and federal tax reporting at the conclusion of any such funding or the incentive. Conversely, in the case where DigiCert is identified as sponsoring or administrating the partner sales incentive, DigiCert must be able to review and draft the terms, which may result in an outside service charge.

Non-Qualifying Expenses & Activities

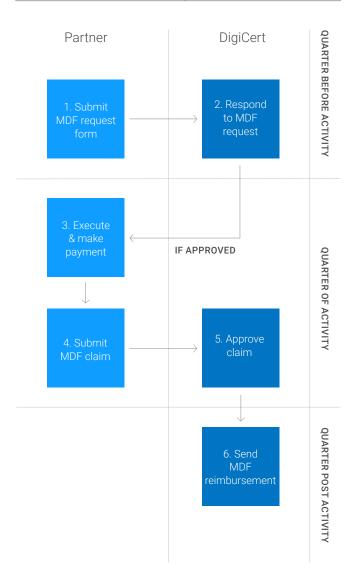
- Discounting DigiCert products
- Search engine marketing purposes (unless coordinated with and approved by DigiCert)
- Equipment for supporting normal business operations
- Non-DigiCert software
- General customer appreciation events or entertainment for end users
- Travel expenses to and from DigiCert events, unless pre-approved by DigiCert
- Costs to develop marketing materials that don't include DigiCert products or brands
- Association membership fees
- Non-DigiCert certification(s) or training costs
- Partner travel costs to attend training events
- Other sales or technical training courses outside of DigiCert Partner authorization training
- · Billboard signage
- Funded employee(s)
- · Capitalized equipment
- Events that do not include DigiCert business units
- Fees to attend trade shows where the partner is not displaying DigiCert products
- Illegal activities (e.g., lotteries in some states)
- · Company business cards, stationery, or forms

- Company property, furniture, or telephone expenses/charges
- Employee benefits, taxes, or recruitment costs
- · Donations to charitable organizations
- · Legal, tax consulting, or accounting fees
- Cancellation expenses as a result of nonexecution of the activity by the partners
- Events or sponsorships that include attendees participating in physical activities
- Sales contest SPIFs, cash-equivalent giveaways, or incentives for partner's employees that are not part of an approved DigiCert leadgeneration activity
- Sports and other entertainment tickets that are not part of an approved DigiCert leadgeneration activity
- Government taxes (e.g., sales tax, VAT) on any invoice submitted as supporting documentation
- · Activities promoting competitive solutions

MDF Request & Claims Processes

- Submit MDF request form to your account manager and/or regional partner marketing lead one month prior to the quarter the activity is planned for.
- 2. Receive MDF request response from DigiCert.
- 3. Execute approved MDF activity and pay invoices for incurred expenses.
- 4. Track key metrics and submit deal registrations tied to MDF campaign activity in the partner portal.
- 5. Submit an MDF claim form with proof of performance for reimbursement.
- 6. Receive claim approval and MDF reimbursement within 60 days of claim submission.

Activity Date	MDF Request Submitted By
Q1 (Feb-Apr)	Jan 1
Q2 (May-Jul)	Apr 1
Q3 (Aug-Oct)	Jul 1
Q4 (Nov-Jan)	Oct 1



Proof of Performance/ Reimbursement Requirements

To receive MDF reimbursement, partners must submit an invoice along with proof of performance for each activity. Proof of performance supporting documentation should include:

- Invoice or receipt with activity name/description, dates of event/activity, and currency clearly identified
- · Image of marketing and sales deliverable
- MDF ROI report showing resulting key metrics from MDF activity: booth traffic, event attendance, email open rates, deal registrations, etc.

Partners will not be eligible to receive additional MDF until proof of performance for prior MDF activities has been submitted and accepted by DigiCert. DigiCert, with sole discretion, may choose not to issue MDF reimbursement if the partner fails to pay any monies due to DigiCert.

Partners are not permitted to offset MDF claims against monies or other obligations owed to DigiCert.

Please Note

A partner-generated invoice is not sufficient supporting documentation when provided as the only piece of supporting documentation. Copies of all relevant invoices or receipts issued by vendor(s) demonstrating the expense(s) incurred by the partner are required.

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DigiCert is the leading provider of digital trust, enabling companies and individuals around the globe to navigate the connected world with the confidence that their digital footprint is secure.

