

## Extended Warranty Protection Plan

THIS EXTENDED WARRANTY PROTECTION PLAN ("Plan") is provided by DigiCert to NetSure Subscribers as defined below. NetSure Subscribers holding certain DigiCert, Thawte, GeoTrust, or RapidSSL Certificates will receive the limited warranty protection set forth in this Plan. This Plan is made an integral part of, and is incorporated by reference in, the applicable Service Agreement governing each eligible Service under which DigiCert issues certain Certificates. Appendix A, List of Covered Services, provides a list of the eligible Services under this Plan. Appendix B, Warranty Limits, states the amount of available warranty protection for each Certificate type issued as part of the eligible Service.

NETSURE® PROTECTION PLAN VERSION 9.3 November 2023

**PLAN DEFINITIONS.** Unless otherwise noted in the Plan, defined terms shall have the meanings given to them in the Certification Practices Statement ("CPS") applicable to the respective Certificate.

"DigiCert" means (i) DigiCert, Inc., a Utah corporation, if Netsure Subscriber's billing address is located in the United States, (ii) DigiCert Ireland Limited, if Netsure Subscriber's billing address is located in any country other than the United States or Japan, and (iii) DigiCert Japan G.K., if Netsure Subscriber's billing address is located in Japan. If Netsure Subscriber changes its billing address to a different country, then Netsure Subscriber agrees that this Plan is assigned to the corresponding DigiCert party without further action required by either party.

"NetSure Certificate" means any of the types of Certificates that are subject to this Plan, as listed in Appendix B.

"NetSure Subscriber" means a Subscriber who is an individual or organization that is the subject of and has been issued a NetSure Certificate, and who is capable of using and is authorized to use the private key that corresponds to the public key listed in the Certificate at issue.

"Non-Verified Subscriber Information" means information submitted by a NetSure Subscriber to a CA or RA, and included within a Certificate, that has not been confirmed by the CA or RA and for which the applicable CA and RA provide no assurances other than the information was submitted by the NetSure Subscriber.

"Plan" means the NetSure Protection Plan, i.e., this document in effect at the time of purchase of the applicable NetSure Certificate or at the time of purchase of Units. For clarification, this document: (i) applies equally to the NetSure Protection Plan; and (ii) supersedes previous versions of the NetSure Protection Plan as applied to NetSure Certificates or Units purchased following the publication of this Plan.

"Repository" means the collection of documents made available from the web site where the Certificate was issued and is maintained for the purpose of compliance with any applicable CPS. A link to the repository or CPS is also found in the NetSure Certificate.

"Service Agreement" means, at any given time, the current version of the agreement(s) under which a NetSure Subscriber obtained a NetSure Certificate. See Appendix A.

"Subscription Period" means the time for which the subject NetSure Certificate is paid and valid.

"Unit" means the number of Certificates multiplied and the duration of Certificates purchased measured by years, purchased and pre-loaded into a NetSure Subscriber's MPKI for SSL or CertCentral service account. Use of additional features may increase the number of Units required for issuance of a Certificate.

1. **WHO IS COVERED.** Individuals and organizations meeting the definition of a NetSure Subscriber who have been issued an eligible and valid NetSure Certificate are covered by this Plan. For clarification, Certificates that are not covered under the Plan include, but are not limited to: (a) co-branded Certificates; (b) white-labeled Certificates; and (c) Certificates where DigiCert does not act as both the "Registration Authority" and the "Certification Authority" for such Certificates (as defined in the CPS). Certificates not eligible under the Plan include, but are not limited to, Certificates validated and processed by any non-DigiCert entity (including, but not limited to, DigiCert partners, resellers, and the like that are not wholly owned by DigiCert).

2. **WHEN THE COVERAGE APPLIES.** Each NetSure Subscriber is protected for covered losses as described in this Plan that occur during the Subscription Period.

3. **WHAT IS COVERED.**

3.1 **Limited Warranty Regarding a NetSure Certificate.** DigiCert warrants that at the time of issuance of a NetSure Certificate:

- (a) there are no material misrepresentations of fact in the NetSure Certificate known to or originating from DigiCert;
- (b) there are no errors in the information in the NetSure Certificate that were introduced by DigiCert as a result of its failure to exercise reasonable care as required under the CPS in creating the NetSure Certificate;
- (c) DigiCert exercised reasonable care to perform the validation process set forth in the applicable CPS for the NetSure

Certificate; and

- (d) all information in or incorporated by reference in the NetSure Certificate, except for Non-Verified Subscriber Information, is accurate.

DIGICERT IS NOT LIABLE FOR ANY BREACH OF THE WARRANTIES SET FORTH IN SECTION 3.1 TO THE EXTENT SUCH BREACH ARISES FROM THE CONDUCT OF THE NETSURE SUBSCRIBER ITSELF (AS OPPOSED TO DIGICERT) IN ISSUING OR INCORPORATING INFORMATION INTO THE NETSURE CERTIFICATE.

#### 4. PAYMENT REQUESTS AND PAYMENTS UNDER THE PLAN.

- 4.1 Requirements for Making a Payment Request. In order to make a request for payment under Section 4.2, a NetSure Subscriber must:
  - (a) submit a written report containing the following information: requestor's name, address, phone number and email address; Certificate serial number; Certificate type; Certificate effective date; date of loss; and brief description of the incident (collectively, the "Loss Report") to DigiCert. The Loss Report may be submitted to DigiCert either by mail or email. If by mail, to: DigiCert, Inc., Attn: Legal Department, 2801 North Thanksgiving Way, Suite 500, Lehi, UT 84043 USA. If by email to: legal@digicert.com;
  - (b) provide other information reasonably requested by DigiCert, its agents, or its employees, including without limitation proof of the NetSure Subscriber's actual damages; and
  - (c) provide reasonable cooperation with any investigation concerning damages to the NetSure Subscriber.
- 4.2 NetSure Payments. For a breach of one or more of the limited warranties in Section 3, above, as verified by DigiCert, DigiCert shall pay a NetSure Subscriber for actual, direct damages incurred up to the limitations set forth in Section 5, below.
- 4.3 Notice and Limitations Period. DigiCert shall have no obligation to make a payment under the Plan unless the NetSure Subscriber: (a) submits a Loss Report as required by Section 4.1; and (b) submits such report within thirty (30) calendar days following the earlier of: (y) discovery by the NetSure Subscriber of the event giving rise to the alleged breach of warranty; or (z) the end of the Subscription Period of the affected NetSure Certificate.
- 4.4 Dispute Resolution. To the extent permitted by law, before a NetSure Subscriber files suit or initiates an administrative claim with respect to a dispute involving any aspect of this Plan, a NetSure Subscriber must notify DigiCert according to this section, and any other party to the dispute for the purpose of seeking business resolution. Both the NetSure Subscriber and DigiCert must make good faith efforts to resolve such dispute via business discussions. If the dispute is not resolved within sixty (60) days after the initial written notice to DigiCert, then the NetSure Subscriber may proceed as permitted under applicable law.

#### 5. LIMITATIONS ON PAYMENTS UNDER THE PLAN.

##### 5.1 Warranty Limit.

- (a) Warranty Limit Term. The term "Warranty Limit Term" is defined as the period from when a NetSure Subscriber enters into the first Services Agreement with DigiCert and continues indefinitely.
- (b) Maximum Payment for a Claim. Payment for all claims related to a particular NetSure Certificate is limited to the applicable warranty limit for the affected NetSure Certificate type, defined in Appendix B (each, an "Aggregate Claim Limit"). The Aggregate Claim Limit shall be the limit in effect at the time the NetSure Certificate or a Unit was purchased. DigiCert will not pay more than the Aggregate Claim Limit for a NetSure Certificate, regardless of the method of apportionment among claimants or the number of transactions or claims related to a NetSure Certificate.
- (c) Total Maximum Payment. The aggregate amount payable to a NetSure Subscriber during the Warranty Limit Term is limited to the highest warranty value available to the NetSure Subscriber for a current, valid NetSure Certificate, even if multiple and different types of NetSure Certificates are purchased by such NetSure Subscriber ("Warranty Limit"). The Warranty Limit may change at DigiCert's discretion during the Warranty Limit Term. All payments under the Plan reduce the amount of the Warranty Limit available for future payments. Once the Warranty Limit of a NetSure Subscriber is exhausted, DigiCert has no further obligation to make further payments under the Plan.

#### 6. PERSONS EXCLUDED FROM THE PLAN; NO THIRD-PARTY BENEFICIARY. DIGICERT PROVIDES THE LIMITED WARRANTIES IN SECTION 3 ONLY TO THE NETSURE SUBSCRIBER. DIGICERT MAKES NO WARRANTY UNDER THIS PLAN TO ANY OTHER PERSON OR ENTITY. THIS PLAN IS NOT INTENDED TO CREATE ANY THIRD-PARTY BENEFICIARY RIGHTS FOR ANY OTHER PERSON OR ENTITY.

#### 7. LIABILITY CAUSED BY PARTY OTHER THAN DIGICERT. The limited warranties in Section 3 do not apply to losses or damages caused in whole or in part by a third party or a NetSure Subscriber's own breach of any warranty or obligation in its Service Agreement. DigiCert shall not be liable for actions outside its scope of control.

8. EXCEPTIONS TO THE PLAN. The limited warranties in Section 3 do not apply to losses or damages of a NetSure Subscriber caused wholly or partially by:

- (a) breach by the NetSure Subscriber of a material obligation under the Service Agreement;
- (b) use of Certificates in a manner outside the permitted scope of use as set forth in the applicable Service Agreement;
- (c) reliance upon information contained in or incorporated in a NetSure Certificate where such reliance is unreasonable or unjustified for any reason, in light of, among other things, facts that the NetSure Subscriber knows or should know, the course of dealing between pertinent parties or trade usage;
- (d) the failure or unreasonable delay of such NetSure Subscriber to properly communicate a request for revocation of a NetSure Certificate as required by the Service Agreement;
- (e) the failure of the NetSure Subscriber to exercise reasonable care to prevent Compromise of the NetSure Subscriber's own private key including, but not limited to, failure of the NetSure Subscriber to use a trustworthy system to protect its private key;
- (f) the failure of the NetSure Subscriber to apply reasonable security measures to verify the digital signature of the NetSure Certificate;
- (g) the failure of the NetSure Subscriber to apply reasonable security measures prior to and during the creation, storage, and transfer of encrypted messages, including without limitation (i) the failure to determine that the NetSure Certificate is an operational Certificate; and (ii) the failure to validate a Certificate chain for the NetSure Certificate;
- (h) the failure, if applicable, of the NetSure Subscriber to use an industry-standard public key algorithm with at least the designated and recommended minimum modulus size ("Accepted Algorithms");
- (i) the failure, if applicable, of the NetSure Subscriber to use any public key algorithm other than Accepted Algorithms;
- (j) any condition or incident of force majeure under the Service Agreement;
- (k) acts by any persons whose illegal or unauthorized conduct damages, alters, impedes, or otherwise misuses the facilities or services of Internet service providers or other providers of telecommunications or value-added services including, but not limited to, the use or reproduction of malicious software such as computer viruses;
- (l) the failure of communications infrastructure, processing, or storage media or mechanisms, including components thereof, not under the exclusive ownership or control of DigiCert;
- (m) brown-outs, power failures, or other disturbances to electrical power;
- (n) illegal acts by a person coercing the NetSure Subscriber to perform acts causing the NetSure Subscriber's loss or damages;
- (o) use or reliance upon demonstration or test Certificates; or
- (p) the NetSure Subscriber's monitoring, interfering with, or reverse engineering, directly or indirectly, the technical implementation of the DigiCert public certification services.

9. DISCLAIMERS OF WARRANTY.

9.1 SPECIFIC DISCLAIMERS. EXCEPT AS EXPRESSLY STATED IN SECTION 3, DIGICERT:

- (a) DOES NOT MAKE ANY WARRANTIES REGARDING NON-VERIFIED SUBSCRIBER INFORMATION CONTAINED IN NETSURE CERTIFICATES;
- (b) SHALL NOT INCUR LIABILITY FOR REPRESENTATIONS OF FACT CONTAINED IN A NETSURE CERTIFICATE, PROVIDED DIGICERT EXERCISED REASONABLE CARE TO PERFORM THE VALIDATION PROCESS SET FORTH IN THE APPLICABLE CPS;
- (c) DOES NOT WARRANT "NON-REPUDIATION" FOR ANY NETSURE CERTIFICATE OR ANY MESSAGE (BECAUSE NONREPUDIATION IS DETERMINED EXCLUSIVELY BY LAW AND THE APPLICABLE FINAL DISPUTE RESOLUTION MECHANISM); AND
- (d) SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE NOT UNDER EXCLUSIVE OWNERSHIP OF, EXCLUSIVE CONTROL OF, OR LICENSED TO DIGICERT.

9.2 GENERAL DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 3 AND THE SERVICE AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, DIGICERT DISCLAIMS: (A) ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND OBLIGATIONS OF ANY TYPE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF THE ACCURACY OF INFORMATION PROVIDED BY CERTIFICATE APPLICANTS, SUBSCRIBERS, AND THIRD PARTIES; AND (B) ANY LIABILITY FOR ANY ACTS BY THIRD PARTIES THAT CONSTITUTE OR MAY BE HELD TO CONSTITUTE

NEGLIGENCE, RECKLESSNESS, AND/OR STRICT LIABILITY, WHETHER SOLELY OR JOINTLY ACTED WITH ANY OTHER PERSON INCLUDING, BUT NOT LIMITED TO, ANY NETSURE SUBSCRIBER.

10. LIMITATION ON DAMAGES. DAMAGES SUSTAINED BY ANY NETSURE SUBSCRIBER, COMBINED WITH ANY AND ALL DAMAGES SUSTAINED BY ANY AND ALL OTHER PERSONS CAUSED BY THE USE OF OR RELIANCE ON ANY NETSURE CERTIFICATE SHALL BE LIMITED TO DIRECT DAMAGES, AND DIGICERT WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES WHATSOEVER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. AMENDMENTS. DigiCert shall be entitled to amend the Plan from time to time (prospectively and not retroactively). Any such change will be binding and effective immediately upon publication of the change on DigiCert's websites, or upon notification to the NetSure Subscriber by email.
12. GENERAL. Any subject matter not included in the Plan shall be as provided in the applicable CPS and/or Services Agreement, in that order.

**Appendix A: LIST OF COVERED SERVICES**

The Plan is made an integral part of, and is incorporated by reference in, the following Service Agreements:

- The DigiCert Certificate Policy (CP) for Public Trust Store Certificate Issuance, which is published at:  
<https://www.digicert.com/legal-repository/>
- The DigiCert Certification Practices Statement (CPS) for Public Trust Store Certificate Issuance, which is published at:  
<https://www.digicert.com/legal-repository/>
- The DigiCert Master Services Agreement, which is published at:  
<https://www.digicert.com/legal-repository/>

**Appendix B: WARRANTY LIMITS**

The following certificates are NetSure Certificates:	If Issued On or After: May 1, 2019
WHERE THE NETSURE SUBSCRIBER HOLDS:	THE WARRANTY LIMIT IS:
<b>DigiCert Certificates</b>	
SECURE SITE PRO EV SSL	USD \$2,000,000
SECURE SITE EV; SECURE SITE EV SSL; SECURE SITE EV MULTI-DOMAIN TLS/SSL; SECURE SITE OV; SECURE SITE TLS/SSL; SECURE SITE MULTI-DOMAIN TLS/SSL	USD \$1,750,000
BASIC EV; EV SSL; EV MULTI-DOMAIN	USD \$1,500,000
BASIC OV; STANDARD TLS/SSL; MULTI-DOMAIN SSL; WILDCARD SSL	USD \$1,250,000
<b>Secure Site</b>	
SECURE SOFTWARE MANAGER	USD \$1,500,000
<b>Thawte Certificates</b>	
THAWTE TLS/SSL WEB SERVER CERTIFICATE EV	USD \$1,500,000
THAWTE SSL WEBSERVER CERTIFICATE (OV)	USD \$1,250,000
THAWTE SSL123 CERTIFICATE DV	USD \$500,000
<b>GeoTrust Certificates</b>	
GEOTRUST TRUE BUSINESS ID EV;	USD \$1,500,000
GEOTRUST TRUE BUSINESS ID (OV);	USD \$1,250,000
GEOTRUST DV SSL; GEOTRUST CLOUD DV; GEOTRUST STANDARD DV; GEOTRUST WILDCARD DV	USD \$500,000
<b>RapidSSL Certificates</b>	
RAPIDSSL STANDARD DV CERTIFICATE	USD \$10,000
RAPIDSSL WILDCARD DV	USD \$10,000

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