

DIGICERT PURCHASING TERMS AND CONDITIONS

1. Definitions.

"Agreement" means these DigiCert Purchasing Terms and Conditions, any Purchase Order issued by DigiCert, and any related quote or other form provided by Vendor (excluding any terms and conditions that may be provided with or incorporated into any Vendor quote or other form).

"DigiCert" means the DigiCert entity detailed in the Purchase Order.

"Claims" means any allegation or claim based on, or any loss, damage, settlement, cost, expense, and any other liability (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification).

"Effective Date" means the date the Service Provider signs the Purchase Order or begins to provide the Services.

"Personnel" means a party's employees, representatives, agents, contractors, and subcontractors.

"Pre-Existing Work" has the meaning ascribed to it in Section 9.1.

"Proprietary Rights" has the meaning ascribed to it in Section 9.1.

"Purchase Order" means the purchase order issued by DigiCert to Service Provider detailing the services and goods to be provided and associated pricing.

"Services" means the goods or services provided by Service Provider as listed in the Purchase Order.

"Service Provider" means the supplier providing the services or goods to DigiCert under the Purchase Order.

"Taxes" means any applicable federal, state, or local sales or use taxes.

"Work Product" has the meaning ascribed to it in Section 9.1.

2. SERVICES; STATEMENT OF WORK.

2.1 Services. Service Provider will provide Services to DigiCert in accordance with the terms and conditions of this Agreement. Service Provider will provide all equipment, software and supplies required to perform the Services.

2.2 Statement of Work. A Purchase Order is effective if Service Provider: (a) signs and returns it to DigiCert; (b) begins performance; or (c) acknowledges it by email or any other commercially reasonable means. Service Provider will, at no cost to DigiCert, promptly and satisfactorily correct any Services or Work Product found to be defective or not in conformity with the requirements of this Agreement and the applicable Purchase Order.

2.3 On-Site Services. If Service Provider provides Services on DigiCert premises, Service Provider will (a) abide by all DigiCert rules, policies, and procedures regarding such matters as safety, security, health, environmental and hazardous material management, misconduct, physical aggression, harassment and theft; and (b) at DigiCert's request, remove and promptly replace any Personnel performing Services who behave in a manner that is unlawful or inconsistent with any DigiCert rule.

2.4 Payment; Records. DigiCert will pay Service Provider as provided in the Purchase Order. Service Provider is entitled to no other compensation or reimbursement for the Services. Service Provider will, in

accordance with generally accepted accounting standards, keep copies of all books and records relating to the Services during the term of this Agreement and for three years thereafter. DigiCert may upon reasonable notice and during normal business hours examine and make copies of all books and records relating to the Services.

2.5 Taxes. Service Provider may charge and DigiCert will pay applicable Taxes, provided that such Taxes are stated on the original invoice that Service Provider provides to DigiCert and Service Provider's invoice states such Taxes separately and meets the appropriate tax requirements for a valid tax invoice. Service Provider warrants it is properly licensed and registered, files the required tax returns and pays all applicable employment taxes, sales taxes, use taxes, income taxes, and any and all other taxes as required by federal, state, county, municipality, locality and other taxing authorities. Service Provider acknowledges that DigiCert is not responsible for Service Provider's own tax obligations. DigiCert will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining worker's compensation insurance on Service Provider's behalf. Service Provider agrees to indemnify, defend, and hold DigiCert harmless from any loss in the event that Service Provider's status as an independent contractor is challenged, or if a taxing authority disallows Service Provider's independent contractor status and/or seeks taxes from DigiCert that are obligations of Service Provider, Service Provider's employees, and/or Service Provider's contractors. Service Provider will be responsible for all other taxes or fees (including interest and penalties) arising from transactions and the documentation of transactions under this Agreement. DigiCert may deduct or withhold any taxes that DigiCert determines it is obligated to withhold from any amounts payable to Service Provider under this Agreement, and payment to Service Provider as reduced by such deductions or withholdings will constitute full payment and settlement to Service Provider of such amounts.

3. TERM. This Agreement begins on the Effective Date and, unless earlier terminated pursuant to this Agreement, continues for the Period detailed in the Purchase Order or quote. The Services will commence on Effective Date and terminate on its specified completion date, provided that DigiCert may terminate any Purchase Order or any portion thereof, without cause and/or without the occurrence of a default, by giving at least 30 days' prior written notice to Service Provider. Upon any such termination, DigiCert is only liable to pay for Services performed and liabilities incurred prior to expiration or termination; provided that if the fee set forth in the Purchase Order is a fixed amount, DigiCert will pay the fee to the extent the Services set forth in the Purchase Order is complete. Service Provider may terminate the Purchase Order immediately upon written notice if DigiCert fails to cure a nonpayment of amounts due within 30 days after written notice of such nonpayment to DigiCert. In connection with the termination or expiration



of the Purchase Order for any reason, Service Provider will provide reasonable assistance to DigiCert in order to enable and facilitate an orderly transition of the Services to DigiCert or to another vendor.

4. REPRESENTATIONS AND WARRANTIES. Service Provider represents and warrants that: (a) it will perform the Services in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals rendering similar services; (b) the Services, Work Product and/or other materials provided by or on behalf of Service Provider will not violate or infringe any third party's patents, trade secrets, trademarks or other proprietary rights; (c) it and its Personnel will comply, at Service Provider's sole cost, with all applicable ordinances, codes, standards, laws, rules, regulations and orders of any governmental authority having jurisdiction over Service Provider's performance of the Services, and will hold and fully comply with all required licenses, permits and approvals; (d) it has all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, law, rule, regulation or order which is violated by) its execution and delivery of this Agreement and performance of its obligations under this Agreement, including proper registration to do business as a legal entity within the state of its residency in an acceptable form of business that include a Limited Liability Company, S Corporation, C Corporation, or the equivalent; and (e) all Personnel are fully trained, possess the professional skill necessary to perform services required by this agreement, and the Personnel are authorized to lawfully perform the Services pursuant to applicable immigration and work status Laws.

5. DEFENSE AND INDEMNITY. Service Provider hereby releases and agrees to defend, hold harmless, and indemnify DigiCert, and/or its subsidiaries, affiliates, directors, officers, employees, agents, successors and assigns from and against any Claims, arising from any act or omission by Service Provider and/or its Personnel, including without limitation any breach of this Agreement or allegation or claim of negligence, strict liability or misconduct. However, the foregoing does not apply to the extent such Claim results from DigiCert's negligence or willful misconduct. Service Provider's duty to defend is independent of its duty to indemnify. Service Provider's obligations under this Section are independent of all of its other obligations under this Agreement. Service Provider will use counsel reasonably satisfactory to DigiCert to defend each Claim, and DigiCert will cooperate (at Service Provider's expense) with Service Provider in the defense. Service Provider will not consent to the entry of any judgment or enter into any settlement without DigiCert's prior written consent, which may not be unreasonably withheld.

6. INSURANCE. Service Provider will obtain and maintain the following: (a) "Commercial General Liability" insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, (b) "Business Automobile Liability" insurance (including coverage for all owned, non-

owned and hired autos, and no fault coverage where applicable) with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage combined, unless Service Provider only uses private passenger automobiles on DigiCert's premises, in which case not less than \$500,000 per occurrence is acceptable, and (c) "Workers' Compensation" insurance, including but not limited to coverage for all costs, benefits and liabilities under workers' compensation and similar laws that may accrue in favor of any person employed by Service Provider in all states where Service Provider performs Services, and "Employer's Liability" insurance with limits of liability of not less than \$1,000,000, with a waiver of subrogation in each case in favor of DigiCert (where permitted by law). If Service Provider provides professional or consulting services as part of the Services, Service Provider will also maintain "Professional Liability" or "Errors and Omissions" insurance with limits of not less than \$1,000,000 per claim. Service Provider may satisfy the foregoing minimum limits by any combination of primary liability and umbrella excess liability coverage that result in the same protection to Service Provider and the DigiCert insured parties. All of the foregoing insurance policies must have a retroactive date no later than the date that Services commenced and coverage to continue for a period of not less than two years after all Services are completed. Service Provider will name DigiCert and its affiliates and their respective officers, directors, employees, successors, assigns and agents as additional insureds for the Commercial General Liability and Business Automobile policies. Service Provider will provide certificates of all insurance coverage to DigiCert at DigiCert, Attn: Legal, 2801 North Thanksgiving Way Suite #500, Lehi, UT 84043. DigiCert's approval of any of Service Provider's insurance policies does not relieve or limit any of Service Provider's obligations under this Agreement. If Service Provider fails to perform any of its obligations in this Section, DigiCert may withhold payment for any sums owed to Service Provider until such time as Service Provider meets such obligations.

7. PERSONNEL; INDEPENDENT CONTRACTORS. Service Provider and DigiCert are independent contractors. Service Provider has exclusive control over its Personnel and over its labor and employee relations and its policies relating to wages, hours, working conditions and other employment conditions. Service Provider has the exclusive right to hire, transfer, suspend, lay off, recall, promote, discipline, discharge and adjust grievances with its Personnel. Service Provider is solely responsible for all salaries and other compensation of its Personnel who provide Services and for making all deductions and withholdings from its employees' salaries and other compensation and paying all contributions, taxes and assessments. Unless otherwise agreed in writing, Service Provider's Personnel are not eligible to participate in any employment benefit plans or other benefits available to DigiCert employees. Service Provider has no authority to bind DigiCert to any agreement or obligation. Service Provider will be solely responsible for all theft, damage and/or misconduct related to its Personnel. Service Provider may not subcontract any

Services or delegate any of its obligations under this Agreement or any SOW without the prior written consent of DigiCert. If DigiCert so consents, Service Provider will ensure that any such subcontractor is bound to the terms of this Agreement. Notwithstanding the existence or terms of any subcontract, Service Provider is responsible for the full performance of the Services and for its subcontractors' compliance with the terms of this Agreement.

8. CONFIDENTIALITY; PUBLICITY. Service Provider and its representatives (a) will protect and keep confidential the existence of this Agreement (including, without limitation, any Purchase Order), its terms and conditions and any other information obtained from DigiCert in connection with this Agreement or related to the Services that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (including but not limited to all information relating to DigiCert's intellectual property, technology, current and past customers, employees, consultants, contractors, or advisors, business plans, forecasts, systems, processes, procedures, marketing activities and finances), (b) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement, and (c) will return all such information to DigiCert promptly upon the termination of this Agreement. All such information will remain DigiCert's exclusive property, and Service Provider will have no rights to use such information except as expressly provided herein. Service Provider will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of DigiCert or any of its affiliates in any manner without prior written authorization of such use by an authorized signatory of DigiCert. Service Provider will not issue press releases or publicity relating to DigiCert or this Agreement or reference DigiCert or its affiliates in any brochures, advertisements, client lists or other promotional materials.

9. WORK FOR HIRE; PROPRIETARY RIGHTS.

9.1 Work Product, Proprietary Rights and Pre-Existing Work. If Service Provider delivers or is required to deliver to DigiCert any work product in connection with the Services, including but not limited to concepts, works, inventions, information, drawings, designs, programs, or software (whether developed by Service Provider or any of its Personnel, either alone or with others, and whether completed or in-progress) (collectively, "**Work Product**"), then DigiCert owns, or upon assignment by the creator will own, all right, title and interest (including, but not limited to, all trademarks, trade secrets, copyrights, patents and any other intellectual property or proprietary rights) (collectively, "**Proprietary Rights**") in such Work Product, except that Work Product does not include: (a) any inventions or developments made by Service Provider prior to the Effective Date; or (b) any improvements Service Provider may make to its own proprietary software or any of its internal processes as a result of any SOW, provided that such improvements do not infringe DigiCert's Proprietary Rights ("**Pre-Existing Work**").

9.2 Work for Hire. The Work Product has been specially ordered and commissioned by DigiCert. Service Provider agrees that the Work Product is a "work made for hire" for copyright purposes, with all copyrights in the Work Product owned by DigiCert.

9.3 Assignment of Work Product. To the extent that the Work Product does not qualify as a work made for hire under applicable law, and to the extent that the Work Product includes material subject to copyright, patent, trade secret, or any Proprietary Rights protection, Service Provider hereby assigns to DigiCert (or to such of its affiliates as it may designate), its successors and assigns, all right, title and interest in and to the Work Product, including, but not limited to, all rights in and to any inventions, designs and Proprietary Rights embodied in the Work Product or developed in the course of Service Provider's creation of the Work Product. The foregoing assignment includes a license under any current and future patents owned or licensable by Service Provider to the extent necessary to combine the Work Product or any derivative works or modifications thereof with any product, service, offering, software or intellectual property of DigiCert. Service Provider will execute any documents in connection with such assignment that DigiCert may reasonably request. Service Provider will enter into agreements with its Personnel or any other party as necessary to establish DigiCert's sole ownership in Work Product, and upon DigiCert's request, Service Provider will provide DigiCert with copies of such agreements. Service Provider appoints DigiCert as its attorney-in-fact to execute assignments of, and register all rights to, the Work Product. This appointment is coupled with an interest. At any time upon request from DigiCert and upon termination or expiration of this Agreement, Service Provider will deliver to DigiCert in tangible form all materials containing Work Product, whether complete or in process.

9.4 License to Pre-Existing Work. To the extent Pre-Existing Work of Service Provider is embodied in any Work Product, deliverables or Proprietary Rights, Service Provider hereby grants DigiCert a non-exclusive, worldwide, perpetual, irrevocable, fully paid up license to (a) use, make, have made, sell, offer to sell, reproduce, perform, display, distribute, and import such Pre-Existing Work, (b) adapt, modify, and create derivative works of such Pre-Existing Work, and (c) sublicense the foregoing rights.

10. GENERAL.

10.1 Assignment. Service Provider may not assign any part or all of this Agreement without DigiCert's prior written consent. Any attempt to assign in violation of this Section is void in each instance. DigiCert may assign this Agreement (or any of its rights and obligations under this Agreement or any Purchase Order): (a) to any of its affiliates; or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction.

10.2 Governing Law/Venue. This Agreement is governed by Utah law, excluding its conflicts of law rules. Service Provider irrevocably submits to venue and

exclusive personal jurisdiction in the federal and state courts in Salt Lake County, Utah, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts.

10.3 Notices. Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested) or personal delivery to the other party at the address below the party's signature line below. If no address is listed for Service Provider, notice to Service Provider will be effective if given to the last known address. Notice is effective: (a) when delivered personally, (b) three business days after sending by certified mail, or (c) on the business day after sending by a nationally recognized courier service. A party may change its notice address by giving notice in accordance with this Section.

10.4 Severability. If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

10.5 Non-exclusivity. This is a nonexclusive agreement and DigiCert may use the assistance of others in this regard or supply such services directly by itself, and Service Provider may deliver services separate from those covered under this Agreement providing such services do not compete with DigiCert or any other provision in this Agreement.

10.6 No Waiver. A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.

10.7 Cumulative Rights; Construction. The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity. The section headings of this Agreement are for convenience only and have no interpretive value.

10.8 Survival. The following provisions survive termination or expiration of this Agreement: the records provision in "Payment; Records" (Section 1.4); "Defense and Indemnity" (Section 4); "Confidentiality; Publicity" (Section 7); "Work for Hire; Proprietary Rights" (Section 8) and "General" (Section 9), including without limitation, "Limitation of Liabilities" (Section 9.10).

10.9 Injunctive Relief. Service Provider acknowledges that any material breach of Section 8, or Section 9, by Service Provider would cause DigiCert irreparable harm for

which DigiCert has no adequate remedies at law. Accordingly, DigiCert is entitled to specific performance or injunctive relief for any such breach.

10.10 Limitation of Liabilities. EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, DIGICERT WILL NOT BE LIABLE TO SERVICE PROVIDER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

10.11 Entire Agreement. This Agreement, any applicable Purchase Order, together with all associated exhibits and schedules, which are incorporated by this reference, constitute the complete and final agreement of the parties pertaining to the Services and supersede the parties' prior agreements, understandings and discussions relating to the Services. No modification of this Agreement or any Purchase Order is binding unless it is in writing and signed by DigiCert and Service Provider. This Agreement may be executed by electronic means (e.g., via emailed PDF files) and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. The parties may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of this Agreement. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.