

Service Specific Terms

The following terms apply only to the specific Services to which the Service Specific Terms relate. In the event of a conflict between these Service Specific Terms and the definitive agreement governing your purchase of Services (the “**Master Services Agreement**”), these Service Specific Terms will control. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Master Services Agreement. If Service Specific Terms are included in an Order Form, then such Service Specific Terms will apply to the applicable Services set forth in such Order Form. Capitalized terms used but not defined herein have the meaning given to them at www.digicert.com/master-services-agreement/.

1. Certificates or QTSP Services

If Customer orders Certificates or QTSP Services, then the Certificate Terms of Use, the applicable Certification Practices Statement(s) (“**CPS**”), and the Privacy Policy, each available in the Legal Repository will apply to such Services, including as to Customer’s right to order, manage, and use, and DigiCert’s provision and management of, Certificates. The Certificate Terms of Use are incorporated herein by reference with respect to Customer’s use of any Certificates.

2. Services Addendum

If Customer orders specific Services, including Services related to DigiCert PKI Platform, DigiCert ONE, Mocana, or Certificate Subscription Services, then the Services Addendum available in the Legal Repository applies to such Services.

3. Thales, Gemalto or SafeNet Products or Services

If Customer acquires Thales, Gemalto or SafeNet product or services from DigiCert, then Customer’s use of such product or service will be subject to the Thales End User License Agreement available at <https://cpl.thalesgroup.com/legal>, and purchase of Thales’ cloud-based services through DigiCert will be subject to the terms available at <https://www6.thalesgroup.com/service-specific-terms>.

4. Services Ordered on a Trial Basis

These terms apply if Customer is granted the right to access or use any Services free-of-charge for evaluation purposes, including trials, proofs of concept, beta or other pre-release builds or Services, or other demonstrations or tests, which may include access to documentation, scripts, code snippets, utilities, configuration profiles, sample code, or other software or Services (“**Trial Basis**”).

- a. Use on a Trial Basis. Customer may only access or use any Services provided on a Trial Basis solely for the purpose of Customer’s internal, 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. If Customer seeks to use certain Services provided on a Trial Basis in a production environment (i.e., in connection with products or services that are available on a public basis, or semi-public basis such as to external third-party users or customers of Customer), it may only do so if DigiCert approves in writing; otherwise, Services provided on a Trial Basis may only be used in non-production environments. In the event the Services provided on a Trial Basis are accompanied by a separate license agreement, Customer agrees that to the extent the terms of that separate license agreement conflict with these Trial Basis service terms, the terms of the separate license agreement control.
- b. Evaluation Period. Customer’s right to use the Services on a Trial Basis is 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.



- c. Trial Data. 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 (“**Trial Data**”) may be permanently lost unless Customer purchases the same Services on a non-Trial Basis before the termination date set forth in Section 6.1 above. Customer hereby grants DigiCert a perpetual, irrevocable, non-exclusive, royalty-free, paid-up, worldwide, sublicensable license to use, access, transmit, host, store, and display the Trial Data solely for the purpose of providing and improving the Services provided on a Trial Basis. Customer acknowledges and agrees to be solely responsible for all Trial Data uploaded or submitted using the Services provided on a Trial Basis.
- d. Limitation of Liability. IN NO EVENT WILL DIGICERT BE LIABLE FOR ANY DAMAGES UNDER THE AGREEMENT FOR SERVICES PROVIDED ON A TRIAL BASIS, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUE, LOST PROFITS, OR CONSEQUENTIAL DAMAGES EVEN IF DIGICERT IS ADVISED OF THEIR POSSIBILITY.
- e. Warranty Disclaimer. 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.
- f. Order of Precedence. In the event of a conflict between these Trial Basis terms and any provision of the Agreement, these Trial Basis terms will prevail and supersede the conflicting provisions in the Agreement with respect to the Services provided by DigiCert to Customer on a Trial Basis.