digicert

Transactional Subscription Terms and Conditions

These Transactional Subscription Terms and Conditions (the "**Subscription Terms**") supplement and are incorporated into the DigiCert Master Services Agreement available at www.digicert.com/master-services-agreement (the "**Master Agreement**"). Capitalized terms used but not defined herein have the meaning given to them in the Master Agreement. If there is a conflict between these Subscription Terms and the Master Agreement, the Subscription Terms control. If the Subscription Terms have been translated into any other language than English, the English language version controls.

These Subscription Terms apply to all digital trust services ordered by you on subscription basis through DigiCert CertCentral® or another Portal (the "**Subscription Services**"). Regardless of how the Subscription Services are presented to you, you must agree to these Subscription Terms before using the Subscription Services. If you do not agree to these Subscription Terms, you may not use the Subscription Services.

1. **Service Term**. The Subscription Services purchased by you will be provided for a period of one (1) year from the date you placed a purchase and will continue to renew on a yearly basis until cancelled (each year, the "**Service Term**"). If you purchase additional Subscription Services during the Service Term, you will pay a pro-rated amount of the annual fees associated with such Services based on the remaining number of days in such Service Term, and will pay the full annual amount on the next renewal. At the end of the current Service Term, the Subscription Services will automatically renew at then-current prices for successive one (1) year terms from the anniversary of the initial Service Term, unless you cancel the Subscription Services prior to the renewal date. You may cancel the Services within the Portal at https://www.digicert.com/secure/subscription.

2. **Entitlements**. You will be charged up-front on an annual basis based on the type of Subscription Services you order. Subscription Services are licensed as follows:

Entitlement Category	**Licensing Model**
TLS/SSL Certificates	per fully qualified domain name (FQDN) per year (wildcard domain names will be billed at a different rate)
Verified Mark Certificates or Common Mark Certificates (VMCs or CMCs, respectively)	per FQDN per year
S/MIME (E-mail) Certificates	per user per year
code signing Certificates	per organization per year
document signing Certificates	per organization or individual per year
encryption and authentication Certificates	per organization or individual per year
Authoritative DNS queries	per million queries per month

   If you exceed your entitlement to the Subscription Services during any entitlement period, you will owe an excess usage fee. The excess usage fee will be calculated by *multiplying* the number of excess entitlements *with* the price of the entitlement. You hereby authorize DigiCert to automatically charge such fees to the credit card or other payment method associated with your account at the beginning of the next entitlement period, without the need for further approval or notice. Any entitlement to Subscription Services not used will expire at the end of the applicable entitlement period. You are not entitled to a credit, refund, or rollover right under any circumstances, including with respect to any Subscription Services not used within the entitlement period. DigiCert reserves the right to modify these Subscription Terms upon notice to Customer.

3. **Remaining Certificate Plan Life Fee.** If you do not renew the Subscription Services, DigiCert will charge a one-time "Remaining Certificate Plan Life Fee" to permit you to keep any remaining Certificates associated with your entitlements active up to their validity end dates, subject to these Subscription Terms. The fee will be calculated using the following formula: [(number of each applicable entitlement on the last day of the Service Term) x (the corresponding annual entitlement price/12) x (months of validity remaining in certificate life applicable to each entitlement)]. Alternatively, you may elect to revoke the

Certificates within 24 hours of the expiration of the Subscription Services, in which case you will not be charged the Remaining Certificate Plan Life Fee for such Certificates. If you pay the fee, after the end of the Service Term, you may continue to access and use the Portal Account solely to manage existing Certificates until they expire or are revoked, and your Portal Account access will be otherwise restricted.

4. **Termination**. Upon the termination or expiration of the Subscription Services, your access to the Portal will be restricted, and DigiCert may revoke all terminated or expired Subscription Services and related Certificates issued to you if you choose to end the subscription and do not pay the Remaining Certificate Plan Life Fee.