CODE SIGNING CERTIFICATE SUBSCRIBER AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE APPLYING FOR, ACCEPTING, OR USING A DIGICERT DIGITAL CERTIFICATE. BY USING, APPLYING FOR, OR ACCEPTING A DIGICERT DIGITAL CERTIFICATE OR BY CLICKING ON "I AGREE", YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO IT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE A DIGICERT DIGITAL CERTIFICATE. IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, PLEASE E-MAIL DIGICERT AT LEGAL@DIGICERT.COM OR CALL 1-800-896-7973.

This digital certificate subscriber agreement (**"Agreement"**) is between DigiCert, Inc., a Utah corporation (**"DigiCert"**) and the entity applying for a Certificate (**"Applicant"**) as identified during the online certificate enrollment process. Applicant and DigiCert agree as follows:

1. DEFINITIONS

1.1. **"Affiliate"** means an entity controlling, controlled by or under common control with the Applicant. As used in this definition, "control" (and its correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of more than fifty percent of the voting shares of such entity or the power to direct the management and affairs of such entity.

1.2. **"Application Software Vendors"** means a software developer that displays or uses Certificates and distributes root certificates.

1.3. **"Certificate"** means a digitally signed electronic data file issued by DigiCert to an entity in order to confirm the identity of the entity and provide security in signed code. A Certificate contains the identity of the entity authorized to use the Digital Signature, a copy of their Public Key, a serial number, a time period during which the data file may be used, and a Digital Signature issued by DigiCert.

1.4. **"Certificate Beneficiaries"** means any Application Software Vendor, Relying Parties, or Cross-certified Entity.

1.5. **"Confidential Information"** means any information disclosed by a party that is (i) designated as confidential (or a similar designation) at the time of disclosure, (ii) is disclosed in circumstances of confidence, or (iii) understood by the parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include information that (w) was lawfully known or received by the receiving party prior to disclosure; (x) is or becomes part of the public domain other than as a result of a breach of this Agreement; (y) was disclosed to the receiving party by a third party, provided such third party, or any other party from whom such third party receives such information, is not in breach of any confidentiality obligation in respect of such information; or (z) is independently developed by the receiving party as evidenced by independent written materials.

1.6. **"CPS"** refers to DigiCert's written statements of the policies and procedures used to operate its PKI infrastructure. DigiCert's CPS documents are available at http://www.digicert.com/ssl-cps-repository.htm.

1.7. **"Cross-certified Entity"** means any entity that cross-signed with a DigiCert root certificate, including the Entrust Group and Verizon Business/Cybertrust.

1.8. **"Compromise"** means evidence that (i) the hardware device used to store a Private Key is missing, (ii) the Private Key was publicly disclosed, or (iii) that a third party is using a Private Key in a manner that does not conform with industry best practices.

1.9. **"Digital Signature"** means an encrypted electronic data file which is attached to or logically associated with other electronic data and which (i) identifies and is uniquely linked to the signatory of the electronic data, (ii) is created using means that the signatory can maintain under its sole control, and (iii) is linked in a way so as to make any subsequent changes that have been made to the electronic data detectable.

1.10. **"Private Key"** means a the key that is kept secret by the Applicant that is used to create Digital Signatures and/or decrypt electronic records or files that were encrypted with the corresponding Public Key. Private Keys are Confidential Information.

1.11. "**Public Key"** means a the publically disclosed key of the Applicant that corresponds to a secret Private Key that is used by Relying Parties to verify Digital Signatures created by the Private Key and/or encrypt messages so that they can only be decrypted using the corresponding Private Key.

1.12. **"Relying Party"** means an entity that acts in reliance on a Certificate or a Digital Signature. An Application Software Vendor is not a Relying Party when the software distributed by the Application Software Vendor merely displays information regarding a Certificate or facilitates the use of the Certificate or Digital Signature.

1.13. **"Subject"** means the entity named as in the Certificate as the Certificate holder.

2. CERTIFICATE ISSUANCE AND MANAGEMENT

2.1. Applicability. This Agreement covers each Certificate issued by DigiCert to Applicant, regardless of when the Applicant requested the Certificate or when the Certificate actually issues.

2.2. Requests. Applicant may request Certificates from DigiCert by submitting the request electronically through DigiCert's website, through Applicant's account with DigiCert (if one exists), by facsimile, or in writing.

2.3. Verification. After receiving a Certificate request from Applicant, DigiCert reviews the request and attempts to verify the information provided by Applicant in accordance with the DigiCert CPS and any applicable industry guidelines. Verification is subject to DigiCert's sole satisfaction, and DigiCert may refuse to accept a certificate request or issue a Certificate for any reason. DigiCert shall promptly notify Applicant if DigiCert refuses a certificate request; however, DigiCert is not required to provide a reason for the refusal.

2.4. Certificate Issuance. If Applicant is successfully verified, DigiCert will issue the requested Certificate and deliver the Certificate to Applicant. DigiCert may deliver the Certificate using any reasonable means of delivery, including via email or as an electronic download that is available through Applicant's account.

2.5. Certificate License. Effective immediately after issuance and continuing until the Certificate either expires or is revoked, DigiCert grants Applicant a revocable, non-exclusive, non-transferable license to use, for the benefit of the Subject, each issued Certificate in connection with properly licensed cryptographic software to (i) create Digital Signatures and (ii) perform Public Key or Private Key operations. Applicant is solely responsible for its failure to renew or replace a Certificate prior to its expiration.

2.6. Certificate Revocation. DigiCert may revoke a Certificate for the reasons stated in the CPS, including if DigiCert reasonably believes that:

(i) Applicant requested revocation of the Certificate or did not authorize the issuance of the Certificate,

(ii) Applicant has materially breached this Agreement or an obligation it has under the CPS,

(iii) Applicant is added to a government list of prohibited persons or entities or is operating from a prohibited destination under the laws of the United States,

(iv) the Certificate contains inaccurate or misleading information,

(v) the Certificate was used outside of its intended purpose or used to sign malicious software,

(vi) the Private Key associated with a Certificate was disclosed or compromised,

(vii) this Agreement terminates,

(viii) the Certificate was (a) misused, (b) used or issued contrary to law, the CPS, or applicable industry standards, or (c) used, directly or indirectly, for illegal or fraudulent purposes, or

(ix) revocation is necessary to protect the rights, confidential information, operations, or reputation of DigiCert or a third party.

2.7. Obligation on Termination**.** Applicant shall promptly cease using the Certificate and corresponding Private Key upon the earlier of (i) revocation of the Certificate or (ii) the date when the allowed usage period for the corresponding Private Key expires.

3. OBLIGATIONS AND REPRESENTATIONS

3.1. Information. Applicant shall, at all times, provide accurate, complete, and non-misleading information to DigiCert. If any information provided to DigiCert changes or becomes misleading or inaccurate, then Applicant shall promptly update the information. If any information included in an issued Certificate becomes inaccurate or misleading, Applicant shall promptly cease using and request revocation of the Certificate. Applicant shall not use a Certificate until after Applicant has reviewed and verified the accuracy of the data included in the Certificate.

3.2. Use. Applicant is responsible, at Applicant's expense, for (i) all equipment and software required to use the Certificate and (ii) Applicant's conduct. Applicant shall promptly inform DigiCert if it becomes aware of any misuse of a Certificate.

3.3. Compliance. Applicant shall use Certificates in compliance with all applicable laws, for authorized use of the Subject, and in accordance with this Agreement. Applicant shall promptly notify DigiCert if it becomes aware of a breach of this Agreement. Applicant is responsible for obtaining and maintaining any authorization or license necessary to use a Certificate, including any license required under United States' export laws.

3.4. Restrictions. Applicant shall not:

(i) modify, sub license, or create a derivative work of any Certificate (except as required to use the Certificate for its intended purpose) or Private Key,

(ii) upload or distribute any files or software that may damage the operation of another's computer,

(iii) use or make representations about a Certificate except as allowed in the CPS,

(iv) impersonate or misrepresent Applicant's affiliation with any entity,

(v) use the Certificates in a manner that could reasonably result in a civil or criminal action being taken against Applicant or DigiCert,

(vi) use a Certificate to breach the confidence of a third party,

(vii) use a Certificate to send or receive unsolicited bulk correspondence or to sign malicious code or any code that is downloaded without a user's consent,

(viii) attempt to use a Certificate to issue other Certificates, or

(ix) intentionally create a Private Key that is substantially similar to a DigiCert or third party Private Key.

3.5. Compromise. Applicant shall securely generate its Private Keys and protect its Private Keys from compromise. Applicant shall only permit adequately trained individuals to use issued Certificate. If Applicant suspects misuse or compromise of a Private Key, Applicant shall promptly notify DigiCert, cease using the Certificate and request revocation of the Certificate. Applicant is solely responsible for a failure to protect its Private Keys.

4. INTELLECTUAL PROPERTY RIGHTS

4.1. Ownership. DigiCert retains sole ownership in (i) the Certificates, (ii) all documentation provided by DigiCert in connection with the Certificates, (iii) all DigiCert trademarks, copyrights, and other intellectual property rights, and (iv) any derivative works of the Certificates, regardless of who suggested or requested the derivative work. Nothing herein restricts DigiCert's ability to transfer, license, use, or create derivative works of a Certificate.

4.2. Trademarks. DigiCert is not granting Applicant any rights in DigiCert's trademarks. Applicant shall not challenge DigiCert's rights to a trademark or attempt to register a DigiCert trademark or any confusingly similar mark. Except with the express written permission of DigiCert, Applicant shall not use any DigiCert trademark as part of Applicant's trade names or domain names. Applicant hereby grants DigiCert a non-exclusive, non-transferable, non-sublicenseable, royalty-free license to use Applicant's trademarks to indicate that Applicant is a customer of DigiCert's services.

5. FEES

5.1. Payment. Applicant shall pay DigiCert the fees posted on DigiCert's website for each ordered Certificate. This fee is for the services provided by DigiCert and is not a royalty or license fee. Applicant may pay the fees using either a credit card or by purchase order. If Applicant is paying by credit card, Applicant authorizes DigiCert to charge the fees to the card prior to issuing the Certificate. If Applicant is paying fees with a purchase order, then Applicant shall pay DigiCert the amount due within ten days after receiving an accurate invoice from DigiCert. DigiCert may refuse a purchase order and require Applicant to pay by credit card in its sole discretion.

5.2. Processing Fee. The fee includes a non-refundable application processing fee. If Applicant's request for a Certificate is canceled or rejected for any reason, DigiCert shall refund the fees already paid for the Certificate minus the application processing fee. If Applicant wishes to purchase a different type of Certificate from DigiCert (**"Replacement Certificate"**), and DigiCert is willing to provide the Certificate to Applicant, then DigiCert shall apply the application processing fee to the purchase of the Replacement Certificate. DigiCert shall refund any fees paid for a Certificate, less the application processing fee, if Applicant requests revocation of the Certificate in writing within 30 days after the Certificate issues. No refunds are given after the expiration of the 30-day period.

5.3. Late Payments. Applicant shall pay an interest rate equal to the lesser of (i) 1.5% per month or (ii) the maximum amount allowed by law, on any amount that is not paid on or before the applicable due date.

5.4. Taxes. This Agreement is entered into, and all of the services are performed and provided, entirely within the United States of America. All fees are exclusive of any taxes, however imposed, e.g. sales tax, income tax, or VAT. Applicant is solely responsible for calculating and paying all tax obligations resulting from Applicant's acceptance of this Agreement or DigiCert's services. Applicant may not withhold or offset any amount owed to DigiCert for any reason. If a withholding or deduction is required by law, then Applicant shall pay an additional fee that is equal to the amount withheld, causing DigiCert to receive a net amount from Applicant that is equal to the amount DigiCert would receive if a withholding or deduction was not required.

6. USE OF INFORMATION

6.1. Confidentiality. Each party shall keep confidential all Confidential Information it receives from the other party or its Affiliates. Each party shall use provided Confidential Information only for the purpose of exercising its rights and fulfilling its obligations under this Agreement and shall protect all Confidential Information against disclosure using a reasonable degree of care. Each party may provide Confidential Information to its contractors if the contractor is contractually obligated to confidentially provisions that are at least as protective as those contained herein. If a receiving party is compelled by law to disclose Confidential Information of the disclosing party, the receiving party shall use reasonable efforts to (i) seek confidential treatment for the Confidential Information, and (ii) send sufficient prior notice to the other party to allow the other party to seek protective or other court orders.

6.2. Publication of Certificate. Applicant consents to (i) DigiCert's public disclosure of information embedded in an issued Certificate and (ii) DigiCert's transfer of Applicant's information to servers located inside the United States.

6.3. Storage and Use of Information. DigiCert shall follow the privacy policy posted on its website when receiving and using information from the Applicant or its Affiliates. DigiCert may modify the privacy policy in its sole discretion. Applicant expressly consents to inclusion on DigiCert's mailing list. DigiCert may opt-out of having information used for purposes not directly related to DigiCert's services by emailing a clear notice to privacy@digicert.com.

7. TERM AND TERMINATION

7.1. Term. This Agreement is effective upon Applicant's acceptance and lasts until the earlier of (i) the expiration date of all Certificates issued under this Agreement or (ii) the termination of this Agreement by a party as allowed herein.

7.2. Termination. Applicant may terminate this Agreement for convenience by providing 30 days prior notice to DigiCert. DigiCert may terminate this Agreement, after sending notice to Applicant, if (i) Applicant materially breaches this Agreement, (ii) DigiCert cannot satisfactorily verify Applicant, or (iii) if industry standard or regulations change in a way that affects the validity of Certificates issued to Applicant.

7.3. Effect of Termination. Upon termination, DigiCert may revoke all Certificates issued under this Agreement, and Applicant shall promptly cease using the Certificates issued under this Agreement and the associated Private Keys. All obligations and claims that are outstanding prior to termination remain outstanding.

7.4. Survival. All provisions of this Agreement related to proprietary rights (Section 4.1), use of information (Section 6), disclaimer of warranties (Section 8.1-8.3), limitations of liability (Section 8.4-8.7), indemnification (Section 9), arbitration (Section 10), and the miscellaneous provisions (Section 11) survive the termination of the Agreement and continue in full force and effect.

8. DISCLAIMERS AND LIMITATIONS ON LIABILITY

8.1. Relying Party Warranties. Applicant acknowledges that any Relying Party Warranty is only for the benefit of Relying Parties. Applicant does not have rights under the warranty, including any right to enforce the terms of the warranty or make a claim under the warranty.

8.2. Remedy. Applicant's sole remedy for a defect in a Certificate is to have DigiCert use reasonable efforts to correct the defect. DigiCert is not obligated to correct a defect if (i) the Certificate was misused, damaged, or modified, (ii) Applicant did not promptly report the defect to DigiCert, or (iii) Applicant breached any provision of this agreement.

8.3. Warranty Disclaimers. ALL DIGICERT PRODUCTS AND SERVICES, INCLUDING THE CERTIFICATES, ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIGICERT DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DIGICERT DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES WILL MEET APPLICANT'S EXPECTATIONS OR THAT ACCESS TO PRODUCTS OR SERVICES WILL BE TIMELY OR ERROR-FREE. DigiCert does not guarantee the availability of any products or services and may modify or discontinue a Certificate offering at any time.

8.4. Limitation on Liability. EXCEPT AS PROVIDED UNDER SECTION 9.6, THE CUMULATIVE LIABILITY OF DIGICERT AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS, AND AGENTS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY APPLICANT TO DIGICERT DURING THE 12 MONTHS IMMEDIATELY PRIOR TO WHEN THE LIABILITY OCCURRED. APPLICANT WAIVES ALL LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO THIS AGREEMENT OR A CERTIFICATE, INCLUDING ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA. THIS WAIVER APPLIES EVEN IF DIGICERT IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

8.5. Force Majeure and Internet Frailties. Except for Applicant's payment obligations, neither party is liable for any failure or delay in performing its obligations under this Agreement to the extent that the circumstances causing such failure or delay are beyond a party's reasonably control. Applicant acknowledges that the Certificates are subject to the operation and telecommunication infrastructures of the Internet and the operation of Applicant's Internet connection services, all of which are beyond DigiCert's control.

8.6. Applicability. The limitations and waivers in this section 8 apply only to the maximum extent permitted by law and apply regardless of (i) the reason for or nature of the liability, including tort claims, (ii) the number of any claims, (iii) the extent or nature of the damages, or (iv) whether any other provisions of this Agreement have been breached or proven ineffective.

8.7. Limitation on Actions. Except for actions and claims related to a party's indemnification and confidentiality obligations, each party shall commence any claim and action arising from this

Agreement within one year from the date when the cause of action occurred. Each party waives its right to any claim that is commenced more than one year from the date of the cause of action.

9. INDEMNIFICATION

9.1. Obligation. Applicant shall indemnify DigiCert and its contractors, agents, employees, officers, directors, shareholders, affiliates, and assigns (each an **"Indemnified Party"**) against all liabilities, claims, damages, costs, and expenses, including reasonable attorney's fees, related to:

(i) Applicant's breach of this Agreement,

(ii) Applicant's website, products, or services,

(iii) Applicant's infringement on the rights of a third party,

(iv) Applicant's failure to disclose a material fact in its application for a Certificate, or

(v) Applicant's failure to protect a Private Key.

9.2. Indemnification Procedure. Each Indemnified Party must notify Applicant promptly of a demand for indemnification. However, an Indemnified Party's failure to notify will not relieve Applicant from its indemnification obligations except to the extent that the failure to notify materially prejudices Applicant. Applicant may assume the defense of any claim giving rise to an indemnification obligation unless assuming the defense would result in potential conflicting interests as determined by the Indemnified Party in good faith. Applicant may not settle any claim related to this Agreement unless the settlement also includes an unconditional release of all Indemnified Parties from liability. DigiCert may participant in the defense of a claim with counsel of its choice at its own expense.

9.3. Additional Liability. The remedies under Section 9 are cumulative and are in addition to any other remedies a party may have.

10. ARBITRATION

10.1. Requirement. The parties shall settle any dispute or claim related to this Agreement, the CPS, DigiCert's websites, or any Certificate issued under this Agreement using binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association (AAA). The parties shall hold all arbitration proceedings in Lindon, Utah.

10.2. Proceeding. The parties shall use a single arbitrator appointed by the AAA to arbitrate a dispute or claim. The arbiter must exhibit a reasonable familiarity with the issues. The award of the arbitrator is binding and final upon all parties. Either party may have a court with proper jurisdiction enter the award. This Agreement remains in full force and effect while the outcome of the arbitration proceeding is pending.

10.3. Costs. A party shall pay any costs, including reasonably attorney fees, to which the arbitrator determines that the prevailing party is entitled. Each party shall pay its own costs associated with the arbitration if such costs are not awarded by the arbitrator.

11. MISCELLENOUS

11.1. Independent Contractors. DigiCert and Applicant are independent contractors and not agents or employees of each other. Neither party has the power to bind or obligate the other. Each party is responsible for its own expenses and employees.

11.2. Entire Agreement. This Agreement, along with all documents referred to herein, constitutes the entire agreement between the parties with respect to the issuance and use of requested Certificate(s), superseding all other agreements that may exist.

11.3. Amendments. DigiCert may amend any of its (i) website and any documents listed thereon, (ii) CPS, (iii) fees, (iv) privacy policy, or (iv) the conditions under which Applicant receives a Certificate. Amendments are effective upon the earlier of (x) DigiCert's posting the amendment on its website or (y) Applicant's receipt of the amendment. Applicant shall periodically review the website to be aware of any changes. Applicant may only amend this Agreement if the amendment is approved in writing by DigiCert. Applicant's continued use of a Certificate after an amendment is posted constitutes Applicant's acceptance of the amendment.

11.4. Waiver. A party's failure to enforce or delay in enforcing a provision of this Agreement does not waive (i) the party's right to enforce the same provision later or (ii) the party's right to enforce any other provision of the Agreement. A waiver is only effective if in writing and signed by the party benefiting from the waived provision.

11.5. Notices. Applicant shall send all notices in English writing by first class mail with return receipt request to DigiCert, Inc. 355 South 520 West, Suite 200, Lindon, UT 84042. DigiCert shall send notices to Applicant using the email address provided by Applicant during the Certificate application process. Notices to DigiCert are effective when received. Notices to Applicant are effective when sent.

11.6. Assignment. Applicant shall not assign any of its rights or obligations under this agreement without the prior written consent of DigiCert. Any transfer without consent is void and a material breach of this Agreement. DigiCert may assign its rights and obligations without Applicant's consent.

11.7. Governing Law and Jurisdiction. The laws of the state of Utah govern the interpretation, construction, and enforcement of this Agreement and all matters related to it, including tort claims, without regards to any conflicts-of-laws principles. The parties hereby submit to the exclusive jurisdiction of and venue in the state and federal courts located in the State of Utah.

11.8. Severability. The invalidity or unenforceability of a provision under this Agreement, as determined by a court or administrative body of competent jurisdiction, does not affect the validity or enforceability of the remainder of this Agreement. The parties shall substitute any invalid or unenforceable provision with a valid or enforceable provision that achieves the same economic, legal, and commercial objectives as the invalid or unenforceable provision.

11.9. Rights of Third Parties**.** The Certificate Beneficiaries are express third party beneficiaries of Applicant's obligations and representations under this Agreement. Except for the Certificate Beneficiaries, no other third party has any rights or remedies under this Agreement.

11.10. Interpretation**.** The definitive version of this Agreement is written in English. If this Agreement is translated into another language and there is a conflict between the English version and the translated version, the English language version controls. Section headings are for reference and convenience only and are not part of the interpretation of this Agreement.

ACCEPTANCE

BY CLICKING "I AGREE", YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU AGREE TO COMPLY WITH ITS TERMS. DO NOT CLICK "I AGREE" IF YOU DO NOT ACCEPT THIS AGREEMENT.