DIGICERT RELYING PARTY AGREEMENT
FOR EXTENDED VALIDATION CERTIFICATES

YOU MUST READ THIS RELYING PARTY AGREEMENT BEFORE RELYING ON A DIGICERT-ISSUED EXTENDED VALIDATION (EV) CERTIFICATE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE PROHIBITED FROM RELYING UPON OR OTHERWISE USING A DIGICERT-ISSUED EV CERTIFICATE.

IN CONSIDERATION OF YOUR AGREEMENT TO THE TERMS OF THIS RELYING PARTY AGREEMENT AND PROVIDED THAT YOU CHECK THE STATUS OF THE EV CERTIFICATE AND THE CERTIFICATE IS VALID (HAS NOT BEEN REVOKED OR EXPIRED), YOU SHALL BE PERMITTED TO RELY ON SUCH CERTIFICATE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

1. **Effective Date.** This Agreement becomes effective when your SSL-enabled device (defined below) is presented with an EV Certificate and

    a. the current date and time are within the EV Certificate's validity period;

    b. your SSL-enabled device verifies the authenticity of DigiCert's digital signature on the EV Certificate in connection with such operation;

    c. your SSL-enabled device verifies that the domain to which your device is attempting to connect matches the domain name in the EV Certificate's subject name field;

    d. your SSL-enabled device downloads and checks DigiCert's most recently issued Certificate Revocation List (available at http://crl3.digicert.com/DigiCertHighAssuranceEVCA-1.crl or http://crl4.digicert.com/DigiCertHighAssuranceEVCA-1.crl) and verifies that the EV Certificate has not been revoked, or performs an Online Certificate Status Protocol check (https://ocsp.digicert.com) and verifies that the Certificates in the Certificate Chain have not been revoked; and

    e. your SSL-enabled device successfully negotiates and maintains an SSL/TLS-encrypted session with the Subscriber's domain during the communication or transaction contemplated by this Agreement. nd renews Certificates.   DigiCert is a CA.

2. **Definitions.** These terms shall have the following meanings unless otherwise specified:

"Certificate" (also "Digital Certificate") shall mean an X.509v.3-formatted data structure signed by DigiCert that contains, among other things, the Subscriber's domain name and public key. "Certificate" includes the Extended Validation (EV) Certificate.

"Certificate Chain" shall mean an ordered list of Certificates containing the Subscriber's EV Certificate and one or more of DigiCert's CA Certificates.

"Certification Authority" ("CA") shall mean an entity that issues, manages, revokes, a

"CPS" shall mean "DigiCert's Certification Practice Statement for Extended Validation Certificates," as amended from time to time, which may be accessed from http://www.digicert.com/ssl-cps-repository.htm.

"Certificate Services" or "DigiCert Services" shall mean any services provided by DigiCert related to the issuing, managing, revoking, and renewing of EV Certificates.

"EV Certificate" shall mean a Certificate issued by DigiCert containing the Certificate Policies Extension Object Identifier of 2.16.840.1.114412.2.1 (i.e., a DigiCert EV Certificate) and the Policy Qualifier User Notice stating, "Any use of this Certificate constitutes acceptance of the DigiCert EV CPS and the Relying Party Agreement which limit liability and are incorporated herein by reference."

"Relying Party" shall mean an individual or organization that acts with Reasonable Reliance on an EV Certificate. If you or your SSL-enabled device have been presented with a DigiCert-issued EV Certificate and you are in a position to rely on such EV Certificate, You are a Relying Party.

"SSL-enabled device" shall mean client-side software and hardware used by a Relying Party that must be able to properly perform digital signature verification, certificate revocation checking, validation of Certificate Chains, and other operations that the Internet Engineering Task Force states are necessary to establish an authenticated and encrypted session between a Subscriber's server-side device and the Relying Party's system.

"SSL/TLS-encrypted session" shall mean a device-to-device state of communication using the Secure Sockets Layer v.3 or Transport Layer Security v.1 cryptographic protocol, which is established when the Relying Party's SSL-enabled device (a) verifies that the Subscriber's EV Certificate is valid, (b) verifies that DigiCert's Public Key will validate the digital signature on the EV Certificate, (c) verifies that the domain name in the EV Certificate matches the actual domain name being used by the Subscriber, and (d) uses the Subscriber's Public Key obtained from the EV Certificate to encrypt a master key and sends it to the Subscriber to create a session key that is used to encrypt communication during the session.

"Subscriber" shall mean a person who is the subject of and has been issued an EV Certificate.   Web sites that have a DigiCert-issued EV Certificate.

"Subscriber Agreement" shall mean an agreement between DigiCert and the individual or organization issued an EV Certificate by DigiCert.

3. **Relying Party Warranties and Representations.** As a Relying Party, any time you rely upon or otherwise use an EV Certificate, you represent and warrant to DigiCert that:

   a. You have access to sufficient information and have taken the necessary steps to acquire sufficient knowledge on how to rely upon or otherwise use the EV Certificate; that you are aware of the limitations of Certificates; and that you are capable of making an informed decision as to the extent to which you will choose to rely upon or otherwise use the information in the EV Certificate.

   b. You have read, understand and agree with the terms and conditions of this DigiCert Relying Party Agreement for Extended Validation Certificates and you are aware of the limitations on DigiCert's liability (see below) for your reliance on and use of a DigiCert-issued EV Certificate.

4. **Relying Party Obligations.** As a Relying Party, you agree that:

   a. You will only rely on an EV Certificate if: (1) all of the checks described in Section 1 are successful (i.e. the EV Certificate has not expired or been revoked at the time of your reliance), and (2) that reliance upon the EV Certificate is reasonable under the circumstances, as defined by "Reasonable Reliance" in Section 5 below.
   b. You will not rely on an EV Certificate if any Certificate in the Certificate Chain has been revoked.
   c. You will independently assess and determine whether the use of the EV Certificate for your purposes is appropriate under the circumstances;
   d. You are solely responsible for deciding whether or not to rely upon or otherwise use the information provided by DigiCert in an EV Certificate;
   e. Your use of an EV Certificate or any CRL is governed by this Agreement and DigiCert's Certification Practice Statement for Extended Validation Certificates.
   f. You alone shall entirely bear the legal consequences of your failure to perform or comply with the Relying Party obligations set forth in this Agreement.

5. **Reasonable Reliance.** You agree that you will not rely on an EV Certificate unless the verification procedures listed above in Section 1 are successful and your reliance is reasonable under the circumstances. You further agree that for reliance to be considered reasonable:

   a. You act with knowledge of all facts listed in the EV Certificate, or of which you have or should have notice, including DigiCert's Certification Practice Statement for Extended Validation Certificates.

b. You act without knowledge of any facts that would cause a person of ordinary business prudence to refrain from relying on the EV Certificate, and under circumstances where reliance would be reasonable and otherwise in good faith in light of all the circumstances that were known or that should have been known to you prior to reliance.

c. You will take into consideration the following:

- the economic value of the transaction or communication;
- the potential losses or damage that might be caused by an erroneous identification or the loss of confidentiality or privacy of information in the application, transaction or communication;
- any previous course of dealing that you have had with the Subscriber;
- any usage of trade or other relevant practices or methods of dealing commonly observed, or of which you should be aware, when communicating or transacting business over the Internet;
- any legal requirements for the identification of a party, the protection of the confidentiality or privacy of information, or other applicable laws of the jurisdiction;
- whether an EV Certificate is appropriate for the purpose, communication or transaction contemplated; and
- any other indicia of reliability or unreliability, or other facts of which you know or have notice, pertaining to the Subscriber and/or the application, communication or transaction.

d. You will take any other reasonable steps to minimize the risk of relying on or otherwise using an EV Certificate that is invalid, revoked or expired.

If circumstances indicate, or should reasonably indicate, the need for additional assurances, you will obtain such assurances from the Subscriber prior to such reliance in order for it to be deemed reasonable.

6. **Limitations on Use.** EV Certificates may not be used for transactions valuing more than $1 million (U.S.) and are not designed, intended, or authorized for use or resale as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage. DigiCert is not responsible for assessing the appropriateness of the use of an EV Certificate. You agree as a Relying Party that EV Certificates will not be used or relied upon by you beyond the limitations set forth in this Agreement.

7. **System Interference.** You agree that you shall not monitor, interfere with, or reverse engineer the technical implementation of DigiCert's Certificate Services, except upon prior written approval from DigiCert, and shall not otherwise intentionally compromise the security of the Certificate Services.

8. **EV Certificate Warranties and Limitation of Damages.** DigiCert warrants to Relying Parties who actually rely on a DigiCert EV Certificate during the period when it is Valid that it followed the requirements of the EV Guidelines (available at www.cabforum.org) and DigiCert's Certification Practice Statement for Extended Validation Certificates (the "EV CPS") in issuing the EV Certificate and in verifying the accuracy of the information contained in the EV Certificate. These EV Certificate Warranties are found in Section 9.6 of the EV CPS and are limited to DigiCert's compliance with the EV Guidelines and the EV CPS. Expressly excluded are situations where DigiCert has complied with the Guidelines even though it is later discovered that the information contained in the EV Certificate is erroneous (e.g., where DigiCert has relied on erroneous information provided in an attorney's opinion or accountant's letter that has been checked by DigiCert in accordance with the Guidelines). In cases where DigiCert has issued and managed the EV Certificate in compliance with the Guidelines and the EV CPS, DigiCert shall not be liable to the EV Certificate Subscriber, Relying Parties or any other third parties for any losses suffered as a result of use or reliance on such EV Certificate. In cases where DigiCert has not issued or managed the EV Certificate in compliance with the Guidelines and this CPS, DigiCert's liability to the Subscriber for legally recognized and provable claims for losses or damages suffered as a result of the use or reliance on such EV Certificate shall not exceed $2,000. DigiCert's liability to Relying Parties or any other third parties for legally recognized and provable claims for losses or damages suffered as a result of the use or reliance on such EV Certificate shall not exceed $2,000.

9. **Exceptions and Exclusions.** DigiCert shall have no liability whatsoever for: unreasonable or unjustified reliance upon information contained within an EV Certificate in view of what you knew or should have known, or based on your course of dealing with the Subscriber or custom of trade; your own breach of any warranty or obligation herein, including but not limited to failure to perform the steps listed in Section 1 prior to relying upon

the EV Certificate ; acts by any unauthorized individuals that impair, damage, or misuse the services of any telecommunications, cable, wireless, satellite, or other common carrier, ISP, or value-added service, including but not limited to, denials of service attacks and the use of malicious software such as computer viruses; force majeure events and failure of any services or equipment not under the exclusive control or ownership of DigiCert or its agents; brown-outs, power failures, or other disturbances to electrical power; and any illegal acts by you or the Subscriber. Additional disclaimers appear in Section 9.7 of the EV CPS which is incorporated herein by reference.

10. **Claims Procedure.** As a Relying Party, you acknowledge that but for DigiCert's limitations of liability in sections 8, 9, 11 and 13 and the claims procedure in this Section 10, DigiCert would not issue EV SSL Certificates to Subscribers and neither would DigiCert provide services in respect to EV SSL Certificates, and by relying on an EV Certificate you agree that these provisions are necessary to provide for a reasonable allocation of risk. To claim a loss based on your reliance upon a DigiCert-issued EV Certificate, you must first have complied with all Relying Party obligations stated herein. Your failure to perform the Relying Party obligations set forth herein negates your claim of Reasonable Reliance, and DigiCert will not recognize that any reliance upon a DigiCert EV Certificate occurred.

   a. If your reliance on an EV Certificate involved a transaction with an online merchant or a financial institution, You must first dispute the transaction with the merchant, credit card issuer and/or financial institution before making your claim (and follow all applicable rules, procedures and time-lines established by such merchant, credit card issuer or financial institution).

   b. As soon as possible and no later than 60 days after the occurrence giving rise to your claim, you must submit the claim via email to support@digicert.com and include:

      1. your contact information (name, street address, phone number and e-mail address);
      2. the date of loss and a detailed description of the events and circumstances related to the loss;
      3. the web site URL and Subscriber name through which the loss occurred;
      4. the amount of the loss;
      5. the name of the merchant, credit card issuer and financial institution and the last 4 digits of your account number through which the loss occurred (we will then contact you for the full account number and other account details); and
      6. a description of any additional information, logs, records or supporting information that you have.

   c. You must cooperate fully with any investigation of your claim (including providing additional information when requested).

   d. Within 30 days of receipt of the claim and all supporting documentation (including the determination from the merchant, credit card issuer or financial institution concerning any recovery, relief or reversal of charges), DigiCert will determine the amount eligible on your claim and pay it or deny it. If you do not receive a response from DigiCert within 60 days of submitting all supporting documentation, then the claim is deemed denied. If you are not satisfied with DigiCert's initial determination of your claim, then within 30 days of the denial or partial denial you must send notice of appeal by certified mail to DigiCert addressed as provided in Section 20 requesting legal review of your claim. Within 30 days of receipt of your notice of appeal, legal counsel for DigiCert will send you a final written determination of your claim. Failure to send such notice of appeal under this mandatory procedure within 30 days after initial denial of the claim constitutes waiver of appeal and DigiCert's initial determination shall be final, binding and a complete defense and bar to any attempt at judicial review on the ground of failure to exhaust administrative remedies.

11. **Disclaimers.** YOU AGREE THAT YOUR USE OF DIGICERT'S SERVICES IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, DIGICERT EXPRESSLY DISCLAIMS ALL WARRANTIES, TERMS, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. DIGICERT DOES NOT MAKE ANY WARRANTY, TERM, CONDITION OR REPRESENTATION THAT THE SERVICE WILL MEET YOUR REQUIRMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES DIGICERT MAKE ANY WARRANTY, TERM, CONDITION OR REPRESENTATION AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR TO THE ACCURACY OR

RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF DIGICERT'S SERVICES IS DONE ENTIRELY AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DIGICERT OR THROUGH ITS SERVICES SHALL CREATE ANY WARRANTY, TERM, CONDITION OR REPRESENTATION, UNLESS IT IS EXPRESSLY MADE HEREIN. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, TERMS, CONDITIONS OR REPRESENTATIONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. DIGICERT IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

12. **Indemnification.** You agree to release, indemnify, defend and hold harmless DigiCert and any of its respective contractors, agents, employees, officers, directors, shareholders, affiliates and assigns, to the extent permitted by law, from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, asserted by third parties or incurred by DigiCert relating to or arising out of:

    a. your failure to perform or comply with the obligations of a Relying Party in accordance with this Agreement;
    b. your reliance on or use of a Certificate that is not reasonable under the circumstances; or
    c. your failure to check the status of a Certificate to determine if the Certificate is expired or revoked.

    If DigiCert is threatened with suit or sued by a third party, DigiCert may seek written assurances from you concerning your promise to indemnify DigiCert, your failure to provide those assurances may be considered by DigiCert to be a material breach of this Agreement. DigiCert shall have the right to participate in any defense by you of a third-party claim related to your use of any DigiCert Services, with counsel of our choice at your own expense. You shall have sole responsibility to defend DigiCert against any claim, but you must receive DigiCert's prior written consent regarding any related settlement. The terms of this Section 12 will survive any termination or cancellation of this Agreement.

13. **Limitations of Liability.**

    EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, DIGICERT SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY, WHETHER IN CONTRACT (INCLUDING UNDER ANY INDEMNITY OR WARRANTY), IN TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE FOR ANY LOSS OR DAMAGES INCURRED BY YOU OR ANY OTHER PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF ANTICIPATED SAVINGS, LOSS OR CORRUPTION OF DATA, LOSS OF CONTRACT OR OPPORTUNITY OR LOSS OF GOODWILL, WHETHER THAT LOSS OR DAMAGE IS DIRECT, INDIRECT OR CONSEQUENTIAL. YOU AGREE THAT OUR ENTIRE MAXIMUM LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY DIGICERT SERVICE(S) AND/OR THIS AGREEMENT AND/OR YOUR RELIANCE ON ANY EV CERTIFICATE IS SOLELY LIMITED TO ANY PAYMENT, IF ANY, MADE TO YOU UNDER THE DIGICERT IDENTITY WARRANTY ASSOCIATED WITH THE EV CERTIFICATE UPON WHICH YOU HAVE RELIED IN ACCORDANCE WITH THIS AGREEMENT. IN NO EVENT SHALL DIGICERT, ITS LICENSORS AND CONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF DIGICERT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, DIGICERT'S LIABILITY IS LIMITED TO THE FULL EXTENT PERMITTED BY LAW IN SUCH STATE.

    DIGICERT SHALL NOT BE LIABLE TO YOU FOR ANY LOSS SUFFERED BY YOU DUE TO THE SUBSCRIBER'S BREACH OF THE SUBSCRIBER AGREEMENT.

    DIGICERT SHALL NOT BE LIABLE TO YOU FOR ANY LOSS SUFFERED BY YOU DUE TO RELIANCE ON AN INTRANET CERTIFICATE.

    YOU ARE HEREBY NOTIFIED OF THE POSSIBILITY OF THEFT OR OTHER FORM OF COMPROMISE OF A PRIVATE KEY CORRESPONDING TO A PUBLIC KEY CONTAINED IN A CERTIFICATE, WHICH MAY OR MAY NOT BE DETECTED. DIGICERT SHALL NOT BE LIABLE TO YOU FOR ANY LOSS INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, SUFFERED BY ANY PARTY DUE TO THE LOSS, THEFT, UNAUTHORIZED DISCLOSURE, UNAUTHORIZED MANIPULATION, ALTERATION, LOSS OF USE, OR ANY OTHER COMPROMISE OF ANY PRIVATE KEY USED BY THE SUBSCRIBER.

ALL APPLICANTS, SUBSCRIBERS, RELYING PARTIES, AND OTHER PERSONS, ENTITIES, AND ORGANIZATIONS ACKNOWLEDGE THAT BUT FOR DIGICERT'S DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS AND LIMITATIONS OF LIABILITY STATED HEREIN, DIGICERT WOULD NOT ISSUE EV CERTIFICATES TO SUBSCRIBERS, NOR WOULD IT PROVIDE SERVICES IN RESPECT TO SUCH CERTIFICATES, AND THAT THESE PROVISIONS ARE NECESSARY TO PROVIDE FOR A REASONABLE ALLOCATION OF RISK.

14. **Governing Law.** This Agreement and all matters arising from, out of or connected with it, are governed by and shall be construed in accordance with Utah law (excluding its conflict of laws rules) and the parties hereby submit to the exclusive jurisdiction and venue of the state and federal courts in Utah County and the District of Utah, respectively, for the resolution of any and all disputes arising from, out of or in connection with this Agreement.

15. **Severability.** If any provision of this Agreement, or the application thereof, is for any reason and to any extent found to be invalid or unenforceable, the remainder of this Agreement (and the application of the invalid or unenforceable provision to other persons or circumstances) shall not be affected by such finding of invalidity or unenforceability, and shall be interpreted in a manner that shall reasonably carry out the intent of the parties.

16. **Force Majeure.** Except for indemnity obligations hereunder, neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout, boycott or other matter outside its reasonable control, provided that if you are the party relying upon this Section 16, you must:

    a. give DigiCert written notice thereof promptly and, where reasonably possible, in any event, within five (5) days of discovery thereof, and
    b. take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section 16 extends for a period in excess of thirty (30) days in aggregate, DigiCert may immediately terminate this Agreement.

17. **Survival and Waiver.** This Agreement shall be applicable for as long as you assert to have reasonably relied on an EV Certificate. However, any right of recovery will terminate if you have not filed a claim with DigiCert within 60 days of the occurrence giving rise to your claim. Such failure to provide the required notice and proof of claim within the required 60-day period will constitute a conclusive waiver of the claim and an agreement by you that you will seek no remedy against DigiCert to recover for any liability for the claim.

18. **Non-Assignment.** Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at DigiCert's option.

19. **Independent Contractors.** The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party. Each party shall bear its own costs and expenses in performing this Agreement.

20. **Notices.** You will make all notices, demands or requests to DigiCert with respect to this Agreement in writing to: Attn: Legal Counsel, DigiCert, Inc., 355 South 520 West, Canopy Building II, Suite 200, Lindon, Utah 84042.

21. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between DigiCert and you with respect to the transactions contemplated herein and the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written representations, understandings, agreements or communications between you and DigiCert concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein and neither party shall have any liability in relation to any representation or other assurance not expressly set forth herein.