DIGICERT RELYING PARTY AGREEMENT

YOU MUST READ THIS RELYING PARTY AGREEMENT BEFORE RELYING ON A DIGICERT-ISSUED CERTIFICATE OR SITE SEAL.

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

IN CONSIDERATION OF YOUR AGREEMENT TO THE TERMS OF THIS RELYING PARTY AGREEMENT AND PROVIDED THAT YOU CHECK THE STATUS OF THE CERTIFICATE OR SITE SEAL AND THE CERTIFICATE IS VALID (HAS NOT BEEN REVOKED OR EXPIRED), YOU SHALL BE PERMITTED TO RELY ON SUCH CERTIFICATE OR SECURE SEAL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.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 a Certificate or you are presented with a Site Seal issued by DigiCert and

    a. the current date and time are within the Certificate's or Site Seal's validity period;

    b. your SSL-enabled device verifies the authenticity of DigiCert's digital signature on the Certificate or you review the DigiCert-issued Site Seal 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 Certificate's subject name field or, in the case of a Site Seal, you verify that the domain name in the Site Seal matches the web site you are visiting;

    d. your SSL-enabled device downloads and checks DigiCert's most recently issued Certificate Revocation Lists (or performs an Online Certificate Status Protocol check) and verifies that the Certificates in the Certificate Chain have not been revoked, or, in the case of a Site Seal, you verify that the Site Seal has not been revoked; and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.

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 Extended Validation (EV) Certificates.

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

"Certification Authority" ("CA") shall mean an entity that issues, manages, revokes, and renews Certificates. DigiCert is a CA.

"CPS" shall mean the "DigiCert Certificate Policy and Certification Practice Statement" (CP/CPS) and the "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 Certificates or Site Seals.

"Relying Party" shall mean an individual or organization that acts with Reasonable Reliance on a DigiCert Certificate or Site Seal. You are a Relying Party.

"Site Seal" shall mean a hyperlinked graphic provided by DigiCert to a Subscriber for display on the Subscriber's Web site that identifies the Subscriber as the holder of a Certificate and that DigiCert has confirmed the Subscriber's identity in accordance with the standards set forth in the CPS.

"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 Certificate is valid, (b) verifies that DigiCert's Public Key will validate the digital signature on the Certificate, (c) verifies that the domain name in the Certificate matches the actual domain name being used by the Subscriber, and (d) uses the Subscriber's Public Key obtained from the 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 a Certificate and/or a DigiCert Site Seal. Web sites that have a DigiCert-issued Certificate or Site Seal are Subscribers.

"Subscriber Agreement" shall mean an agreement between DigiCert and the individual or organization issued a Certificate and/or Site Seal by DigiCert.

3. **Relying Party Warranties and Representations.** As a Relying Party, any time you rely upon or otherwise use a Certificate or Site Seal, 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 Certificates and Site Seals; that you are aware of the limitations of Certificates and Site Seals; 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 Certificate or Site Seal.

   b. You have read, understand and agree with the terms and conditions of this DigiCert Relying Party Agreement and you are aware of the limitations on DigiCert's liability for your reliance on and use of a DigiCert-issued Certificate or Site Seal.

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

   a. You will only rely on a Certificate or Site Seal if: (1) all of the checks described in Section 1 are successful (i.e. the Certificate or Site Seal has not expired or been revoked at the time of your reliance), and (2) that reliance upon the Certificate or Site Seal is reasonable under the circumstances, as defined by "Reasonable Reliance" in Section 5 below.
   b. You will not rely on a Certificate or Site Seal if any Certificate in the Certificate Chain or if the Site Seal has been revoked.
   c. You will independently assess and determine whether the use of the Certificate or Site Seal 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 a Certificate or Site Seal;
   e. Your use of a Certificate, Site Seal or any CRL is governed by this Agreement and the applicable DigiCert CPS.
   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 a Certificate or Site Seal 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 Certificate or Site Seal, or of which you have or should have notice, including the applicable DigiCert CPS.

b. You act without knowledge of any facts that would cause a person of ordinary business prudence to refrain from relying on the Certificate or Site Seal, 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 a Certificate or Site Seal 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 a Certificate or Site Seal 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.** Certificates and Site Seals 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 a Certificate or Site Seal. You agree as a Relying Party that Certificates and Site Seals 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. **DigiCert's Identity Warranty.** DigiCert warrants to Relying Parties who use their credit card during an SSL/TLS-encrypted session with the Subscriber that DigiCert exercised reasonable care in performing the identity validation steps set forth in Sections 3.2 and 4.2 of the applicable DigiCert CPS before issuing the Certificate or Site Seal to the Subscriber. If you lose money due to a fraudulent or unauthorized charge to your credit card by the Subscriber during an SSL/TLS-encrypted session with the Subscriber and DigiCert did not exercise reasonable care in performing the identity validation steps set forth in Sections 3.2 and 4.2 of the CPS, DigiCert will pay you the amount of the charge up to amount listed below, subject to the exceptions, aggregate limits, and claims procedure outlined below, if you reasonably relied on the DigiCert Certificate or Site Seal. The DigiCert Identity Warranty applies only to losses resulting directly from the communication of your credit card information to the Subscriber during an SSL/TLS-encrypted session facilitated by a DigiCert Certificate.

9. **Exceptions to Warranty Coverage.** Exceptions to the warranty stated above include: unreasonable or unjustified reliance upon information contained within a Certificate or Site Seal 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 Certificate or Site Seal; 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.

10. **Aggregate Limits.** Each Certificate or Site Seal has the following DigiCert Identity Warranty limits:

DigiCert Identity Warranty	Amount
Per transaction limit for each claim by a Relying Party	$1,000
Aggregate limit for all claims on a Certificate / Site Seal by a Single Relying Party*	$10,000
Per Certificate / Site Seal Aggregate limit for all claims based on reliance by all Relying Parties	$1,000,000

* For purposes of this limit, "Single Relying Party" shall include multiple Relying Parties affiliated with a common entity (in which case, those multiple parties are limited to a collective maximum amount of $10,000 for all credit card charges by the Subscriber).

Any payments to Relying Parties shall decrease the amount available under the Aggregate Limit to all other Relying Parties for future payments based on claims related to reasonable reliance on that Certificate or Site Seal. Any recovery, relief or reversal of the charge that you or other Relying Parties receive from the credit card issuer as a result of disputing the charge shall reduce the amount available under these limits.

11. **Claims Procedure.** To make a claim on DigiCert's Identity Warranty, you must first have complied with all Relying Party obligations stated herein and the unauthorized or fraudulent credit card charge must be on a credit card validly issued in your name. Your failure to perform the Relying Party obligations set forth herein negates your claim of Reasonable Reliance, and DigiCert will not recognize that any transaction covered by the DigiCert Identity Warranty occurred.

    a. You must dispute with your credit card issuer the unauthorized or fraudulent credit card charge for which you wish to make a claim (and follow all applicable rules, procedures and time-lines established by your credit card issuer)

    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 your credit card issuer and the last 4 digits of the credit card number through which the loss occurred (we will then contact you for the full account number and other credit card 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 form and all supporting documentation (including the determination from your credit card issuer concerning any recovery, relief or reversal of the charge), 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 21 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.

12. **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.

13. **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 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 or Seal that is not reasonable under the circumstances; or
   c. your failure to check the status of a Certificate or Site Seal to determine if the Certificate or Site Seal 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 13 will survive any termination or cancellation of this Agreement.

14. **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 CERTIFICATE OR SITE SEAL IS SOLELY LIMITED TO ANY PAYMENT, IF ANY, MADE TO YOU UNDER THE DIGICERT IDENTITY WARRANTY ASSOCIATED WITH THE CERTIFICATE OR SITE SEAL 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.

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.

15. **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.

16. **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.

17. **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 17, 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 17 extends for a period in excess of thirty (30) days in aggregate, DigiCert may immediately terminate this Agreement.

18. **Survival and Waiver.** This Agreement shall be applicable for as long as you assert to have reasonably relied on a Certificate or Site Seal. However, the protections provided to you by the DigiCert Identity Warranty 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.

19. **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.

20. **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.

21. **Notices.** You will make all notices, demands or requests to DigiCert with respect to this Agreement in writing to: Attn: Legal Counsel, DigiCert, Inc., 333 South 520 West, Lindon, Utah 84042.

22. **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.