DigiCert Subscriber Agreement for
Extended Validation Certificates

PLEASE READ THIS AGREEMENT AND THE DIGICERT EXTENDED VALIDATION CERTIFICATION PRACTICE STATEMENT ("EV CPS") CAREFULLY BEFORE USING THE EV CERTIFICATE ISSUED TO YOUR ORGANIZATION. BY USING THE EV CERTIFICATE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE UNUSED EV CERTIFICATE TO DIGICERT AND YOUR MONEY, LESS THE PROCESSING FEE, WILL BE REFUNDED AND YOUR CERTIFICATE WILL BE REVOKED. IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, E-MAIL US AT legal@DigiCert.com OR CALL US AT 1-800-896-7973.

THIS DIGICERT SUBSCRIBER AGREEMENT FOR EXTENDED VALIDATION CERTIFICATES ("Agreement") is effective as of the date of the accompanying EV Certificate (the "Effective Date") between DigiCert, Inc. ("DigiCert") and the organization receiving the EV Certificate ("Applicant").

Unless agreed otherwise by the parties, each EV Certificate that DigiCert issues to Applicant shall be governed by this Agreement. Further, the parties hereby agree that Relying Parties and Application Software Vendors (as such terms are defined below) are intended third party beneficiaries of this Agreement.

1. **DEFINITIONS**

   Application Software Vendors
   A developer of Internet browser software or other software that displays or uses certificates and distributes root certificates, such as KDE, Microsoft Corporation, Mozilla Corporation, Opera Software ASA, and Red Hat, Inc.

   Certificate Revocation List ("CRL")
   A regularly updated time-stamped list of revoked or invalid EV Certificates that is created and digitally signed by the CA that issued the EV Certificates.

   Certification Authority ("CA")
   DigiCert or an entity which is certified by DigiCert to issue EV Certificates to Users. DigiCert is Applicant's CA hereunder.

   Contract Signer
   The natural person who is employed by the Applicant, or an authorized agent who has express authority to represent the Applicant who has signed this Agreement on behalf of the Applicant and who has authority on behalf of the Applicant to sign this Agreement on behalf of the Applicant.

   Digital Signature
   Information encrypted with a Private Key which is appended to electronic data to identify the owner of the Private Key and verify the integrity of the electronic data. Digitally Signed shall refer to electronic data to which a Digital Signature has been appended.

   EV Certificate
   A TLS/ SSL or code signing certificate that contains information specified in the Guidelines and that has been validated in accordance with the Guidelines.

Guidelines

> Guidelines for Extended Validation Certificates, as adopted by the CA/Browser Forum, as amended, revised and updated from time to time.

Key Pair

> The Private Key and Public Key that correspond to each other.

Private Key

> The key of a Key Pair that is kept secret by the holder of the Key Pair, and that is used to create digital signatures and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key.

Public Key

> The key of a Key Pair that may be publicly disclosed by the holder of the corresponding Private Key and that is used by a Relying Party to verify digital signatures created with the holder's corresponding Private Key and/or to encrypt messages so that they can be decrypted only with the holder's corresponding Private Key.

Relying Parties

> Any person (individual or entity) that relies on a Valid EV Certificate. An Application Software Vendor is not considered a Relying Party when software distributed by such Vendor merely displays information regarding an EV Certificate.

User

> An individual or an organization that has requested a CA to issue him, her or it an EV Certificate.

Valid EV Certificate

> An EV Certificate that has not expired and has not been revoked.

2. **AUTHORITY TO USE EV CERTIFICATE**

Grant of Authority

> As of the Effective Date, DigiCert hereby grants to Applicant the authority for the term set forth in Section 7 to use the EV Certificate to create Digital Signatures or to use the EV Certificate in conjunction with Private Key or Public Key operations.

Limitations on Authority

> Applicant shall use its EV Certificate only in connection with properly licensed cryptographic software.

3. **SERVICES PROVIDED BY DIGICERT**

After execution of this Agreement and payment of all applicable fees, in addition to the grant of authority pursuant to Section 2, DigiCert or a third party provider designated by DigiCert shall provide the following services to Applicant hereunder:

Issue and Manage EV Certificates

> Issue an EV Certificate to Applicant and manage that EV Certificate in accordance with the Guidelines and the EV CPS, provided that DigiCert can confirm Applicant's legal existence and the validity of the certificate request as required by the Guidelines. DigiCert will charge the credit card submitted with Applicant's request for an EV Certificate, and Applicant agrees that the applicable

certificate issuance fee includes a non-refundable application processing fee of $99. If Applicant's request is canceled or rejected due to DigiCert's inability to confirm the request in accordance with the Guidelines, DigiCert will refund the certificate issuance fee minus the application processing fee. DigiCert will apply the $99 application processing fee to the Applicant's account for the purchase of a different type of certificate from DigiCert.

Revoke EV Certificates

Promptly upon the request of Applicant, revoke the EV Certificate of Applicant. DigiCert agrees that it, promptly after revoking Applicant's EV Certificate at Applicant's request, shall issue Applicant a new EV Certificate upon verification and approval by the appropriate CA and payment by Applicant of the then-current applicable fee.

4. SUBSCRIBER OBLIGATIONS

User Identification Information

All information provided by Applicant to DigiCert for the purpose of obtaining their EV Certificate shall be truthful, accurate, and not misleading. If at any time, the name of Applicant contained in the EV Certificate request provided by Applicant has changed, Applicant shall immediately cease using such EV Certificate, request that DigiCert revoke such EV Certificate, and provide DigiCert with such changed information. If at any time, any other significant information, in particular Applicant's organization name, city, state, or country, changes from that contained in the EV Certificate request, Applicant shall request that DigiCert revoke the EV Certificate. DigiCert agrees that it shall, promptly after revoking Applicant's EV Certificate at Applicant's request, issue Applicant a new EV Certificate upon acceptable completion of the verification process and payment by Applicant of the then-current applicable fee.

Compromised EV Certificate

If Applicant has any reason to believe that the security of Applicant's Private Key may have been compromised, Applicant shall immediately request that DigiCert revoke Applicant's EV Certificate and DigiCert shall revoke said EV Certificate immediately upon Applicant's request.

Accuracy of Information

Applicant hereby agrees and warrants that it will provide accurate and complete information at all times to DigiCert, both in the EV Certificate request and as otherwise requested by DigiCert in connection with the issuance of the EV Certificate(s) to be supplied by DigiCert. Applicant represents and warrants that it is the lawful holder of the domain name, common name, and organization name contained in the request for the EV Certificate (or that it has been granted the exclusive right to use such domain name by the registered holder of the domain name), that it controls the website or network device to be identified in the EV Certificate, and that the organization and the registered domain name holder are aware of and approve this request for an EV SSL Certificate.

Protection of Private Key

Applicant hereby agrees and warrants that it (and its authorized subcontractors) will take all reasonable measures necessary to maintain sole control of, keep confidential, and properly protect at all times the Private Key that corresponds to the Public Key to be included in the requested EV Certificate(s) (and any associated access information or device – e.g., password or token). Applicant hereby assumes a duty to retain control of Applicant's Private Key, to use a trustworthy system, and to take reasonable precautions to prevent its loss, disclosure or unauthorized use.

Acceptance of EV Certificate

Applicant hereby agrees and warrants that it will not install and use the EV Certificate(s) until it has reviewed and verified the accuracy of the data in each EV Certificate. Applicant is required to notify DigiCert immediately if there is an error in its EV Certificate.

Reporting and Revocation Upon Compromise

Applicant hereby agrees and warrants that it will promptly cease using an EV Certificate and its associated Private Key, and promptly request DigiCert to revoke the EV Certificate, in the event that: (a) any information in the EV Certificate is or becomes incorrect or inaccurate, or (b) there is any actual or suspected misuse or compromise of the Private Key associated with the Public Key listed in the EV Certificate.

Termination of Use of EV Certificate

Applicant hereby agrees and warrants that it will promptly cease all use of the Private Key corresponding to the Public Key listed in an EV Certificate upon expiration or revocation of that EV Certificate.

Use of EV Certificate

Applicant hereby agrees and warrants that it will install the EV Certificate only on the server accessible at the domain name listed on the EV Certificate, and to use the EV Certificate solely in compliance with all applicable laws, for authorized company business, and in accordance with this Agreement.

5. **PERMISSION TO PUBLISH INFORMATION**

Applicant agrees that DigiCert may publish Applicant's EV Certificate and the serial number of Applicant's EV Certificate in connection with DigiCert's dissemination of CRLs and EV Certificate status information within and outside of the DigiCert Repository.

6. **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

NO WARRANTIES OF ANY KIND INCLUDING ANY WARRANTY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSED OR ARE TO BE IMPLIED IN THE TRANSACTION EVIDENCED BY THIS AGREEMENT.

IN CASES WHERE DIGICERT HAS ISSUED AND MANAGED AN EV CERTIFICATE IN COMPLIANCE WITH THE GUIDELINES AND ITS POLICIES AS SET FORTH IN ITS CPS, DIGICERT SHALL NOT BE LIABLE TO THE APPLICANT OR ANY OTHER THIRD PARTIES FOR ANY LOSSES SUFFERED AS A RESULT OF USE OR RELIANCE ON SUCH EV CERTIFICATE BEYOND THOSE SPECIFIED IN DIGICERT'S CPS OR ITS RELYING PARTY AGREEMENT. IN CASES WHERE DIGICERT HAS *NOT* ISSUED OR MANAGED AN EV CERTIFICATE IN COMPLETE COMPLIANCE WITH THE GUIDELINES AND ITS CPS, ITS LIABILITY FOR DIRECT DAMAGES FOR ANY CAUSE OF ACTION OR LEGAL THEORY INVOLVED FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES SUFFERED AS A RESULT OF THE USE OR RELIANCE ON SUCH EV CERTIFICATE BY ANY APPROPRIATE MEANS SHALL IN NO CIRCUMSTANCE EXCEED $2,000 PER EV CERTIFICATE.

IN NO EVENT SHALL DIGICERT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF DATA, OR OTHER INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE, DELIVERY, LICENSE, PERFORMANCE OR NONPERFORMANCE OF CERTIFICATES, DIGITAL SIGNATURES, OR ANY OTHER TRANSACTIONS OR SERVICES OFFERED OR CONTEMPLATED BY THIS AGREEMENT OR THE CPS. DIGICERT WILL NOT BE HELD LIABLE IN ANY CIRCUMSTANCE

RELATING TO THE APPLICANT BREACHING ITS REPRESENTATIONS OR OBLIGATIONS UNDER SECTION 4 OF THIS AGREEMENT.

7. **TERM AND TERMINATION**

This Agreement shall terminate on the earliest of:
   a. The expiration date of the EV Certificate issued; or
   b. Failure by Applicant to perform any of its material obligations under this Agreement if such breach is not cured within fifteen (15) days after receipt of notice thereof from DigiCert.

8. **EFFECT OF TERMINATION**

Upon termination of this Agreement for any reason, Applicant's EV Certificate shall be revoked by DigiCert in accordance with DigiCert's procedures then in effect. Upon revocation of Applicant's EV Certificate for any reason, all authority granted to Applicant pursuant to Section 2 shall terminate. Such termination or revocation shall not affect Sections 5, 6, 7, 9 and 10 of this Agreement which shall continue in full force and effect to the extent necessary to permit the complete fulfillment thereof.

9. **MISCELLANEOUS PROVISIONS**

GOVERNING LAW
THE PARTIES ACKNOWLEDGE THAT THE TRANSACTION THAT IS THE SUBJECT MATTER HEREIN BEARS A REASONABLE RELATION TO THE STATE OF UTAH IN THE UNITED STATES OF AMERICA AND THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH (WITHOUT REFERENCE TO CONFLICT OF LAWS) AND SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN UTAH. THE PARTIES EXPRESSLY AGREE TO EXCLUDE FROM THIS AGREEMENT ANY APPLICATION OF THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, 1980, AND ANY SUCCESSOR THERETO.

Binding Effect
Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the parties hereto. Neither this Agreement nor Applicant's EV Certificate shall be assignable by Applicant. Any such purported assignment or delegation shall be void and of no effect and shall permit DigiCert to terminate this Agreement.

Severability
If any provision of this Agreement, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH..

Entire Agreement

This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings between the parties.

Notices

Whenever Applicant desires or is required to give any notice, demand, or request to DigiCert with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by a courier service that confirms delivery in writing or mailed, certified or registered mail, postage prepaid, return receipt requested, addressed to DigiCert, Inc., 355 South 520 West, Canopy Building II-Suite 200, Lindon, UT 84042 USA. Such communications shall be effective when they are received.

Trade Names, Logos

By reason of this Agreement or the performance hereof, Applicant and DigiCert shall acquire no rights of any kind in any trademark, brand name, logo or product designation of the other party and shall not make any use of the same for any reason except as otherwise authorized in writing by the party which owns all rights to such trademarks, trade names, logos or product designation.

Dispute Settlement

Any dispute, controversy or claim arising under, in connection with or relating to this Agreement, the CPS, DigiCert's Websites, or any EV Certificate issued by DigiCert shall be subject to and settled finally by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association (AAA). All arbitration proceedings shall be held in Lindon, Utah. There shall be one arbitrator appointed by the AAA who shall exhibit a reasonable familiarity with the issues involved or presented in such dispute, controversy or claim. The award of the arbitrator shall be binding and final upon all parties, and judgment on the award may be entered by any court having proper jurisdiction thereof. This Agreement, the CPS and the rights and obligations of the parties hereunder and under any EV Certificate issued by DigiCert shall remain in full force and effect pending the outcome and award in any arbitration proceeding hereunder. In any arbitration arising hereunder, each party to the preceding shall be responsible for its own costs incurred in connection with the arbitration proceedings, unless the arbitrator determines that the prevailing party is entitled to an award of all or a portion of such costs, including reasonable attorneys fees actually incurred.

10. ACCEPTANCE

By agreeing to use the EV Certificate, Applicant agrees to be bound by this Agreement. Further, in accordance with the Utah Uniform Electronic Transactions Act and, to the extent applicable, the Federal U.S. law governing Electronic Signatures in Global and National Commerce, the Applicant agrees to be bound by this Agreement by providing an electronic signature logically associated with this Agreement. In accordance with Section 9 above, this Agreement (including the manner of acceptance) is governed by and construed in accordance with the laws of the State of Utah.

Organization/Applicant: _____

Domain Name(s), Device Names, FQDNs to be contained in Certificate: _____

_____

Contract Signer: _____ Title: _____

Printed Name: _____ Date: _____