



## MASTER RESELLER AGREEMENT

This Master Reseller Agreement (the “**Agreement**”) is between DigiCert, Inc. (“**DigiCert**”) and the entity or business reselling Services (“**Reseller**”). By executing an Addendum that references this Agreement, by electronically accepting this Agreement via DigiCert’s online services, or by reselling Services, Reseller hereby accepts this Agreement. If you are an individual or individuals entering into this Agreement on behalf of Reseller, you represent and warrant that you are authorized representatives of Reseller with the authority to bind Reseller to this Agreement.

### 1. DEFINITIONS

“**Addendum**” means a mutually agreed upon addendum, purchase schedule, order form, or other purchasing document setting forth commercial terms for the resale of Services, whether such document is in hard copy or online.

“**Certificates**” means any type of digital certificate.

“**DigiCert Materials**” means hard or electronic copies of any DigiCert technical manual, sales and marketing material, hardware, or software related to the Services that DigiCert makes available to Reseller.

“**DigiCert PKI**” means the DigiCert public key infrastructure that provides Services for individuals and organizations.

“**Effective Date**” means the date Reseller first accepted this Agreement.

“**Intellectual Property Rights**” means any and all now known or hereafter existing rights associated with intangible property including, but not limited to, registered and unregistered United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how, and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

“**Services**” means any type of Certificates or other related products, software, and services that DigiCert makes available to Reseller through an Addendum, as such Services may be updated, upgraded, or revised from time to time in DigiCert’s sole discretion.

“**Certificate Application**” means a request to DigiCert for the issuance of Certificates.

“**Territory**” is worldwide (subject to the exclusions set forth in Section 14), unless stated otherwise in an amendment referencing this Agreement executed in writing between Reseller and DigiCert.

### 2. APPOINTMENT

Subject to the terms and conditions of this Agreement, DigiCert hereby appoints Reseller as a non-exclusive reseller for the Services. Reseller may promote, market, and resell Services to end user customers (each such customer to whom Reseller resells Services, the “**Reseller Customers**”) in the Territory.

### 3. RESELLER OBLIGATIONS

#### 3.1 Resale Process.

3.1.1 Reseller may purchase Services for resale to Reseller Customers. If Reseller wishes to enroll for Services on behalf of Reseller Customers, Reseller shall enter into an agreement with such Reseller Customers (each, a “**Customer Agreement**”), which (a) binds the Reseller Customers to the Subscriber Agreement applicable to the Services, as specified by DigiCert and published at <https://www.digicert.com/subscriber-agreement>; and (b) provides that DigiCert is an express third-party beneficiary of the obligations contained in the Customer Agreement. Reseller shall use best efforts to ensure that all Customers abide by the terms of the applicable Customer Agreement(s). DigiCert may modify such terms by updating its repository from time to time and Reseller shall flow-down such new terms to existing or new Reseller Customers. Alternatively, Reseller

Customers may enroll for Services through URLs that DigiCert provides to Reseller, in which case Reseller Customers will be subject to DigiCert's applicable contract terms for purchase of the applicable Services from DigiCert. Upon written request from DigiCert, Reseller shall promptly provide DigiCert with a copy of each Customer Agreement, provided that Reseller may redact from such copies any information that is not relevant to the requirements of this Section 3.1.1 (if any).

3.1.2 DigiCert hereby appoints Reseller as a Trusted Agent (and Reseller hereby accepts such appointment) pursuant to the terms of the applicable Certification Practices Statement, available at <https://www.digicert.com/legal-repository/> (as updated from time to time, the "CPS"), which is part of this Agreement. To the extent that Reseller performs any functions of a Trusted Agent, it will do so in compliance with the CPS, and DigiCert may rely on Reseller's actions when performing as a Trusted Agent. To the extent any third-party claim, suit, proceed, or judgment arises from Reseller's failure to comply with the obligations of a Trusted Agent, Reseller shall defend, indemnify, and hold harmless DigiCert, its affiliates, and their respective directors, officers, agents, employees, successors and assigns from such claim. For the purposes of this Agreement, a "**Trusted Agent**" assists a subscriber by collecting, organizing, and submitting information to DigiCert on behalf of the subscriber for the purpose of making a request to DigiCert for the issuance of Certificates to the subscriber.

3.1.3 All inventory or units of Services that Reseller purchases on behalf of Reseller Customers must be issued within twelve (12) months following the date of purchase. Any inventory or unit(s) of Services not issued within such twelve (12) month period expire, are deemed null and void, and Reseller shall not receive any credit or refund thereof. Upon issuance, each Service is valid for its applicable validity period unless earlier revoked pursuant to this Agreement, including under Section 3.3.3 below. In no event shall Reseller permit Reseller Customers to resell the Services.

3.2 Marketing. Reseller shall use commercially reasonable efforts to market and promote use of the Services. Reseller shall be responsible for being knowledgeable about the Services, including the technical aspects and language related thereto, and Reseller shall cause Reseller appropriate employees to participate in any technical, sales and service training with respect to the Services as required by DigiCert from time to time.

### 3.3 Support.

3.3.1 First-Tier Support. Reseller shall provide Reseller Customers with first-tier support including, but not limited to, resolution of pre-sales questions, setup, onboarding, integration, and post-sale inquiries, basic integration support, problem screening, and basic diagnostics.

3.3.2 Renewal. Reseller shall use commercially reasonable efforts to send renewal notices to Reseller Customers at least thirty (30) days prior to expiry of the applicable Services.

3.3.3 Revocation. If Reseller Customers request that Reseller revoke its Certificates, then Reseller shall forward such request to DigiCert on behalf of Reseller Customers. If Reseller becomes aware that Reseller Customer's organizational information used to authenticate and verify Reseller Customers' Certificates has changed or that Reseller Customers have materially breached their obligations under a Customer Agreement (including the Subscriber Agreement), then Reseller shall notify DigiCert of such change or breach, and DigiCert may revoke the Certificates from such Reseller Customers. DigiCert may also revoke Reseller Customers' Certificates if Reseller materially breaches Reseller obligations under this Agreement. Upon expiration or revocation of a Certificates, Reseller shall permanently remove the applicable Certificates from the server on which it is installed and shall not use it for any purpose thereafter. In order to maintain the trust and integrity of the DigiCert PKI, DigiCert in its sole discretion, retains the right to revoke a Reseller Customers' Certificates for activities that DigiCert considers harmful to the DigiCert PKI.

3.4 Warranties. Reseller shall (a) conduct business in a manner that reflects favorably at all times on the Services and the good name, good will, and reputation of DigiCert; (b) promote proper use of the Services; (c) avoid false, deceptive, misleading, or unethical practices that are or might be detrimental to DigiCert, the Services or the public; (d) not make any representation, warranty, or guarantee to Reseller Customers or to other third parties with respect to the specifications, features, warranties or capabilities of the Services that are inconsistent with or are in addition to those published by DigiCert (and if Reseller does make any such

representation, warranty, or guarantee to Reseller Customers in breach of this provision, then without limiting DigiCert's other remedies hereunder, Reseller is solely responsible to the Reseller Customers for any such representation, warranty, or guarantee); and (e) not provide the Services or any other DigiCert commodities, software or technologies to any proscribed party on the United States Treasury Department's Office of Foreign Asset Control list of "specially designated nationals and blocked persons", the United States Commerce Department's "denied parties list" or the United States Commerce Department's "BIS Entity List".

#### **4. DIGICERT'S OBLIGATIONS**

4.1 Ordering and/or Deploying Services. If Reseller enrolls for Services on behalf of Reseller Customers, then DigiCert shall email deployment instructions to Reseller upon DigiCert's authentication of the applicable Certificate Application. Alternatively, if Reseller Customers enroll for Services through DigiCert's URL, then DigiCert shall email deployment instructions directly to Reseller Customers upon DigiCert's authentication of the applicable Certificate Application.

4.2 Renewal Notices. DigiCert shall use commercially reasonable efforts to notify Reseller and/or Reseller Customers of the expiration of any Services at least thirty (30) days prior to the expiration.

4.3 Support. DigiCert shall provide support as follows: (a) standard phone and email support during normal business hours Monday through Friday (excluding DigiCert-designated holidays); (b) within twenty-four (24) hours of receipt of a technical inquiry from Reseller related to the Services, a response addressing the issue; (c) twenty-four (24) hour access to support pages on DigiCert's website; and (d) at DigiCert's discretion, assign an account manager or the equivalent thereof for sales and marketing support. For the avoidance of doubt, Reseller is solely responsible for the provision billing support to any Reseller Customers that purchase the Services directly from Reseller, and DigiCert has no responsibility for or liability in respect of billing such Reseller Customers unless specifically agreed otherwise in writing.

#### **5. FEES AND TAXES**

5.1 Fees. Reseller shall pay DigiCert the applicable fees for the Services purchased, or, if applicable, upon receipt of an invoice from DigiCert. All fees are due immediately and are non-refundable.

5.2 Taxes. All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes, but excluding taxes based on the net income of DigiCert) which are imposed by or under the authority of any government on the fees charged herein shall be borne by Reseller and shall not be considered a part of, a deduction from or an offset against such fees. All payments due to DigiCert shall be made without any deduction or withholding on account of any tax, duty, charge, penalty, or otherwise except as required by law in which case (a) the sum payable by Reseller in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, DigiCert receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required, (b) Reseller shall pay the full amount required to be deducted or withheld to the relevant governmental authority in accordance with applicable law, and (c) Reseller shall promptly provide DigiCert satisfactory evidence of such payment to the relevant governmental authority upon request.

5.3 Fee Changes. DigiCert reserves the right to change the fees for the Services at any time. DigiCert shall use commercially reasonable efforts to provide Reseller with prior notice of any change, but such changes shall not require Reseller consent.

5.4 Re-sale Fees. Reseller is solely responsible for determining the fees Reseller charges to Reseller Customers, invoicing Reseller Customers, and collecting such fees.

#### **6. CONFIDENTIALITY**

6.1 Confidential Information. The parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire knowledge, material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, Services, services, customers and

Intellectual Property Rights of the other party that may not be accessible or known to the general public (“**Confidential Information**”). Confidential Information includes (a) the terms of this Agreement; (b) DigiCert Materials; (c) information which concerns technical details of operation of any of Services; and (d) any information that is identified as confidential (or a similar designation) at the time of disclosure; or otherwise understood by the parties, exercising reasonable business judgment, to be confidential.

6.2 No Disclosure. Each party receiving Confidential Information (the “**Receiving Party**”) shall keep all such Confidential Information received from the other party (the “**Disclosing Party**”), both orally and in writing, confidential and shall not disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the financial terms of this Agreement to its legal and business advisors and to potential investors, and DigiCert may disclose to its third party service partners the terms of this Agreement relating to the data or service provided by such partners, if such third parties agree to maintain the confidentiality of such Confidential Information. The Receiving Party further shall use the Confidential Information only for the purpose of performing this Agreement. In addition, the Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to the Receiving Party hereunder. Upon termination or expiration of this Agreement, the Receiving Party shall immediately return to the Disclosing Party all manifestations of the Confidential Information or, at the Disclosing Party’s option, shall destroy all such Confidential Information as the Disclosing Party may designate; provided that such action may be delayed for so long as, and to the extent that, such Confidential Information relates to outstanding payment obligations or is subject to audit, reporting, or retention requirements under this Agreement or applicable law.

6.3 Exclusions. The Receiving Party’s obligations under Sections 6.1 and 6.2 above shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (b) was rightfully in the Receiving Party’s possession prior to disclosure by the Disclosing Party; (c) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information and is permitted to disclose such information; (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; or (e) is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the Disclosing Party as soon as practicable, and prior to disclosure occurring, in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent such disclosure, and that if such order or remedy cannot be obtained, disclosure may be made without liability.

6.4 Injunctive Relief. Both parties acknowledge that the restrictions contained in this Section 6 are reasonable and necessary to protect their legitimate interests and that any violation of these restrictions will cause irreparable damage to the other party. Each party agrees that damages are not an adequate remedy for any such violation and that the other party will be entitled to seek injunctive relief against each violation.

## **7. PRIVACY**

Reseller agrees to the use of Reseller data and information in accordance with the following: DigiCert will treat and process the data Reseller provide in accordance with its respective privacy statement or privacy policy specific to the respective Services as published on the legal repository at <https://www.digicert.com/digicert-privacy-policy/> (as updated from time to time, the “**Privacy Statement**”), which is part of this Agreement. DigiCert may place in the Certificates information that Reseller or Reseller Customers provide in the Certificate Application. DigiCert may also (a) publish the Certificates and information about their status in the repository; and (b) use such information for the purposes set out in this Agreement, the Customer Agreement, and in the Privacy Statement. Reseller represents and warrants that Reseller has all necessary rights (including consents) to provide Reseller Customers information to DigiCert. For further information on DigiCert’s processing of customer data, please refer to the applicable Privacy Statement.

## **8. LICENSES TO MATERIALS**

8.1 Copyright License for Sales and Marketing Materials. DigiCert grants Reseller a non-exclusive, non-transferable, non-sublicensable right and license during the term of this Agreement to: (a) use the DigiCert

Materials during the term of this Agreement solely in conjunction with the marketing, promotion and resale of the Services; and (b) modify certain DigiCert Materials expressly designated for such purpose by incorporating Reseller trademarks and/or brand features (“**Reseller Branding**”) in a manner consistent with DigiCert brand guidelines. All modified DigiCert Materials will be deemed DigiCert Materials under this Agreement.

8.1.1 Payment. Payment for the license granted in Section 8.1 is considered part of the fees set forth in Section 5.

8.1.2 Continuing Rights. Reseller shall not, at any time during or after this Agreement, assert or claim any interest in or do anything that may adversely affect the validity of the DigiCert Materials, the Marks (as defined below) or any other materials owned by or licensed to DigiCert. Upon expiration or termination of this Agreement, Reseller shall immediately remove and cease to display all advertising related to the Services, the Marks and/or DigiCert Materials. Reseller also shall not use, advertise, or display any trademark, trade name, or product designation which is, in whole or in part, similar to or confusing with the Marks or with any other trademarks owned by or licensed to DigiCert.

8.1.3 Translations. This copyright license allows Reseller to translate certain of the DigiCert Materials into local language(s) (“**Translations**”), and to use such Translations either alone, or with the original DigiCert Materials. The Translations, exclusive of Reseller Branding, are and shall be the intellectual property of DigiCert. DigiCert shall therefore hold all right, title and interest (including all Intellectual Property Rights) in such Translations. If necessary, Reseller hereby assign any and all rights related to the Translations to effectuate the terms of this Agreement.

8.1.4 Moral Rights Waiver. If, despite Reseller agreement that all rights to the Translations vest automatically in DigiCert, it is determined that Reseller or Reseller employees or agents retain moral rights in the Translations, Reseller hereby declare on Reseller behalf and on behalf of Reseller employees and agents that: (a) Reseller do not wish that Reseller name be used in connection with the Translations, or any derivative works of or upgrades or updates thereto; (b) Reseller has no objection to publication and use of the work in the manner described in this Agreement; (c) Reseller forever waives and agrees not to claim or assert any entitlement to any and all moral rights of an author in any works developed by the same as provided for by applicable laws in force in each applicable jurisdiction; (d) Reseller forever releases DigiCert and its successors and assigns from any claims that Reseller could otherwise assert against DigiCert by virtue of any such moral rights; and (e) Reseller shall obtain equivalent warranties to those set out in this Section from any employee or agent used in the production of any Translation.

8.1.5 Exclusive Worldwide License. Notwithstanding the foregoing, in the event that, by operation of law, Reseller is deemed to have retained rights in any portion of a Translation, Reseller grants to DigiCert, its successors and assigns, an exclusive, perpetual, irrevocable, worldwide, assignable, paid-up license to use the Translations, and all inventions, designs, and marks embodied therein.

8.2 Trademark License for Sales and Marketing Materials. To the extent not covered by the license in Section 8.1, DigiCert grants Reseller a non-exclusive, non-transferable, non-sublicensable, non-assignable license to display the DigiCert trademarks or service marks contained in the DigiCert Materials or in any other materials that are created by either party in connection with this Agreement (the “**Marks**”) in connection with the marketing, promotion and resale of the Services, always in a manner consistent with DigiCert brand guidelines. Reseller shall not use the Marks other than as provided in this Agreement. Reseller shall use all applicable trademark notices with respect to the Marks as are or may be required by applicable laws. The permitted use shall include use in a co-branding context, i.e., use of the Marks in close proximity of Reseller Branding, but the permitted use shall not include domain name registration and use incorporating the Marks.

8.2.1 Payment. Payment is considered part of the fees set forth in Section 5.

8.2.2 Ownership. Reseller acknowledges the ownership of the Marks by DigiCert and agree that Reseller will not do anything inconsistent with such ownership. Reseller agree that Reseller use of the Marks and all the goodwill developed there from shall inure to the benefit of DigiCert. Nothing in this Agreement shall give Reseller any right, title, or interest in or to the Marks other than the right to use the Marks in accordance with this Agreement. Reseller agree that Reseller will not attack DigiCert’s title to the Marks, or the validity of this Agreement.

8.2.3 Quality Control. Reseller use of the Marks shall conform to the standards set by and under the control of DigiCert. Reseller agrees to cooperate with DigiCert in facilitating the nature and quality of the Marks at all times.

8.2.4 Termination. Upon the termination of this Agreement, Reseller shall immediately and permanently discontinue all use of the Marks. Reseller also agrees not to use any trademark, trade name or product designation confusingly similar to the Marks, or any other trademarks owned by DigiCert or its subsidiaries.

## 9. PROPRIETARY RIGHTS

Reseller acknowledges that DigiCert and its licensors retain all Intellectual Property Rights and title in and to all of their Confidential Information or other proprietary information, Services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the services provided by DigiCert hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing, “**DigiCert Works**”). The DigiCert Works do not include Reseller pre-existing hardware, software, or networks. Except as otherwise expressly provided herein, nothing in this Agreement creates any right of ownership or license in and to the other party’s Intellectual Property Rights, and each party shall continue to independently own and maintain its Intellectual Property Rights.

## 10. INDEMNITY

10.1 Reseller Indemnity. Reseller shall indemnify DigiCert and its directors, officers, agents, employees, successors and assigns from any and all third-party claims, suits proceedings, judgments, damages, and costs (including reasonable attorneys’ fees and expenses) based on or arising out of (a) Reseller’s breach of this Agreement; (b) Reseller Customers’ breach of the Customer Agreement (as described in Section 3.1.1); or (c) DigiCert’s revocation of a Certificate pursuant to Reseller direction under Section 3.3.3.

10.2 DigiCert’s Indemnity. DigiCert shall indemnify Reseller and Reseller directors, officers, agents, employees, successors and assigns from any and all third-party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys’ fees and expenses) based on the gross negligence or willful misconduct of DigiCert in the performance of this Agreement.

10.3 Notices and Procedures. Subject to the limitations set forth herein, the indemnifying party, at its own expense, shall (a) defend, or at its option settle, any claim, suit, or proceeding against the indemnified party for which it has an indemnification obligation under this Agreement; and (b) pay any final judgment entered or settlement against the indemnified party in any such suit or proceeding defended by the indemnifying party; so long as the indemnified party gives the indemnifying party prompt written notice of such claim, suit, or proceeding and the right to control and direct the investigation, preparation, defense and settlement of such claim. An indemnified party shall reasonably cooperate with the indemnifying party, who shall not take any action to settle or defend any such claim, suit, or proceeding that would in any manner impose obligations (monetary or otherwise) on an indemnified party without the indemnified party’s written consent, not to be unreasonably withheld. An indemnified party has the right to participate in the defense of any claim with its own counsel and is responsible for all costs associated therewith.

## 11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

11.1 DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR IN THE SUBSCRIBER AGREEMENT, THE SERVICES ARE PROVIDED “AS IS”. DIGICERT DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

11.2 LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE FOR BREACH OF SECTION 6 (CONFIDENTIALITY) OR 8 (LICENSES TO MATERIALS), CLAIMS ARISING UNDER SECTION 10 (INDEMNITY) AND ANY OUTSTANDING AMOUNTS OWING UNDER SECTION 5 (FEES AND TAXES), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS

AGREEMENT OR THE SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL DIGICERT'S TOTAL LIABILITY TO RESELLER ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY RESELLER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM, UP TO A MAXIMUM OF ONE MILLION DOLLARS (\$1,000,000). DIGICERT'S LIABILITY TO RESELLER CUSTOMERS AND OTHER THIRD PARTIES IS LIMITED AS SET FORTH IN THE APPLICABLE SUBSCRIBER AGREEMENT.

## **12. TERM AND TERMINATION**

12.1 Term. This Agreement commences on the Effective Date and continues until terminated as set forth in this Agreement. Each Addendum will have the term set forth in such Addendum.

12.2 Termination for Convenience. Either party may terminate this Agreement for convenience upon thirty (30) days' prior written notice to the other party. The preceding sentence also applies to any Addendum, unless the Addendum expressly provides otherwise. If an Addendum provides that it may not be terminated for convenience, and the Agreement terminates pursuant to this Section 12.2, such Addendum remains subject to the terms of the Agreement until the Addendum is terminated or expires pursuant to its terms.

12.3 Termination for Cause. DigiCert may terminate this Agreement, including any Addendum, immediately if Reseller: (i) materially breach this Agreement (including any appendices or addenda thereto) and fail to remedy the material breach within ten (10) days after receiving notice of the material breach; (ii) engage in illegal or fraudulent activity in connection with this Agreement or in activity that could otherwise materially harm DigiCert's business in connection with this Agreement; (iii) have a receiver, trustee, or liquidator appointed over substantially all of Reseller assets; (iv) have an involuntary bankruptcy proceeding filed against Reseller that is not dismissed within 30 days of filing; or (v) file a voluntary petition of bankruptcy or reorganization.

12.4 Effect of Termination. Upon the expiration or termination of this Agreement, Reseller shall cease selling, marketing, promoting, and purchasing Services, except to the extent permitted under the terms of an Addendum that has not yet expired or terminated. Any expiration or termination of this Agreement do not (i) discharge any obligation(s) that have accrued, or (ii) entitle the Reseller to any refund, including any minimum commitment fee. Reseller may invoice and/or collect payment from Reseller Customers with outstanding balances. Expiration or termination of this Agreement for any reason shall not affect any Subscriber Agreement and DigiCert shall continue to support the Services that were purchased prior to termination, for the validity periods thereof, provided Reseller not in breach of this Agreement and the applicable Reseller Customers of the Services are not in breach of their Subscriber Agreement.

12.5 Survival of Terms. Expiration or termination of this Agreement shall not relieve either party of any obligations that accrued prior to the date of such expiration or termination. The provisions of Sections 5, 6, 9, 10, 11, 12.4, 12.5, and 13 through 21 (inclusive) survive the expiration or termination of this Agreement for any reason.

**13. Force Majeure**. 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 (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this Section 13: (a) gives prompt written notice thereof; and (b) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.

**14. Compliance with Law, Export Requirements, and Foreign Reshipment Liability**. Each party shall comply with all applicable federal, state and local laws and regulations in connection with its performance under

this Agreement. Without limiting the generality of the foregoing, each party shall comply with all applicable export laws, regulations, and requirements (“**Export Control**”), including Export Control of the United States, and United States’ economic trade sanction laws and regulations. Regardless of any disclosure Reseller makes to DigiCert of an ultimate destination of Services, software, hardware, or technical data (or portions thereof) supplied by DigiCert (“**DigiCert Technology**”) and, notwithstanding anything contained in this Agreement to the contrary, Reseller will not (a) modify, export, or re-export, either directly or indirectly, any DigiCert Technology to any destination restricted or prohibited by Export Control, without first obtaining any and all necessary licenses from the government of the United States or any other country that imposes Export Control; (b) provide DigiCert Technology, directly or indirectly, to any person or entity located in a country or region that is subject to a comprehensive trade embargo by the United States or to a proscribed party on the United States Treasury Department’s Office of Foreign Asset Control list of “specially designated nationals and blocked persons”, the United States Commerce Department’s “denied parties list”, the United States Commerce Department’s “BIS Entity List”, the European Commission’s “Consolidated list of persons, groups and entities subject to EU financial sanctions”, the United Kingdom HM Treasury’s Office of Financial Sanctions Implementation’s “Consolidated List of Financial Sanctions Targets in the UK”, or such other applicable lists; or (c) export or re-export DigiCert Technology, directly or indirectly, for nuclear, missile, or chemical/biological weaponry end uses prohibited by Export Control. DigiCert shall have the right to suspend performance of any of its obligations under this Agreement, without prior notice being required and without any liability to Reseller, if Reseller fails to comply with this provision.

**15. Waiver and Severability.** No waiver of any right by either party under this Agreement will be of any effect unless such waiver is express, in writing, and signed by the waiving party. Any purported waiver not consistent with the foregoing is void. If any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained are not, in any way, affected or impaired thereby.

**16. Governing Law and Jurisdiction.** The (i) laws that govern the interpretation, construction, and enforcement of this Agreement and all matters, claims or disputes related to it, including tort claims, and (ii) the courts or arbitration bodies that have exclusive jurisdiction over any of the matters, claims or disputes contemplated in sub-section (i) above, will each depend on where Reseller is domiciled, as set forth in the table below. In instances where the International Chamber of Commerce is designated below as the court or arbitration body with exclusive jurisdiction of such matters, claims or disputes, then the parties hereby agree that (x) all matters, claims or disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (“**Rules**”) by one or more arbitrators appointed in accordance with the Rules, (y) judgment on the award rendered by such arbitration may be entered in any court having jurisdiction, and (z) this arbitration clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

<b>Reseller is Domiciled in:</b>	<b>Governing Law is laws of:</b>	<b>Court or arbitration body with exclusive jurisdiction:</b>
The United States of America, Canada, Mexico, Central America, South America, the Caribbean, or any other country not otherwise included in the rest of the table below	Utah state law and United States federal law	State and Federal courts located in Salt Lake County, Utah
Europe, the United Kingdom, Switzerland, Russia, the Middle East or Africa	England	International Chamber of Commerce, International Court of Arbitration, with seat of arbitration in London
Japan	Japan	International Chamber of Commerce, International Court of



		Arbitration, with seat of arbitration in Tokyo
Australia or New Zealand	Australia	International Chamber of Commerce, International Court of Arbitration, with seat of arbitration in Melbourne
A Country in Asia or the Pacific region, other than Japan, Australia or New Zealand	Singapore	International Chamber of Commerce, International Court of Arbitration, with seat of arbitration in Singapore

**17. Dispute Resolution.** To the extent permitted by law, before Reseller files suit or initiates an arbitration claim with respect to a dispute involving any aspect of this Agreement, Reseller shall notify DigiCert, and any other party to the dispute for the purpose of seeking business resolution. Both Reseller and DigiCert shall make good faith efforts to resolve such dispute via business discussions. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed as permitted under applicable law and as specified under this Agreement.

**17.1 Arbitration.** In the event a dispute is allowed or required under this agreement to be resolved through arbitration, the parties will maintain the confidential nature of the existence, content, or results of any arbitration hereunder, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial confirmation or challenge to an arbitration award or its enforcement, or unless otherwise required by law or judicial decision.

**17.2 Class Action and Jury Trial Waiver.** THE PARTIES EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR THE PURPOSES OF LITIGATING DISPUTES HEREUNDER. Each party agrees that any dispute must be brought in the respective party’s individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding (“**Class Action**”). The parties expressly waive any ability to maintain any Class Action in any forum in connection with any dispute. If the dispute is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

**18. Independent Contractors.** The parties to this Agreement are independent contractors. Neither party is an agent, representative, joint venturer, 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, or to otherwise bind, the other party. Each party shall bear its own costs and expenses in performing this Agreement.

**19. Non-Assignment.** Reseller may not assign the rights granted hereunder or this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without DigiCert’s prior express written consent. Such consent shall not be unreasonably withheld or delayed. DigiCert reserves the right to change the contracting entity in this Agreement by providing notice to Reseller.

**20. Notices and Communications.** Reseller will make all notices, demands or requests to DigiCert with respect to this Agreement in writing to the “Contact” address listed on the website from where Reseller purchased Services for resale, with a copy to: DigiCert, Inc., Attn: General Counsel, 2801 North Thanksgiving Way, Suite 500, Lehi, Utah 84043. DigiCert may send notices required to be sent to Reseller under this Agreement by delivery to the address information Reseller provides.

**21. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between DigiCert and Reseller with respect to the transactions contemplated, and supersedes any and all prior or

contemporaneous oral or written representation, understanding, agreement or communication relating thereto. Terms and conditions in any purchase orders that are not included in or that conflict with this Agreement are null and void. 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.

**22. FCPA Compliance.** Reseller will comply strictly with the United States Foreign Corrupt Practices Act (the “FCPA”) and all anti-corruption laws and regulations of any country in which Reseller resells Services. In furtherance of Reseller FCPA compliance obligations, at no time during the continuance of this Agreement, will Reseller pay, offer, give or promise to pay or give, any monies or any other thing of value, directly or indirectly to: (a) any officer or employee of any government, or any department, agency or instrumentality of any government; (b) any other person acting for, or on behalf of, any government, or any department, agency or instrumentality of any government; (c) any political party or any official of a political party; (d) any candidate for political office; (e) any officer, employee or other person acting for, or on behalf of, any public international organization; or (f) any other person, firm, corporation or other entity at the suggestion, request or direction of, or for the benefit of, any of the foregoing persons. Reseller represents and warrants that: (i) Reseller is not owned or controlled by, or otherwise affiliated with, any government, or any department, agency or instrumentality of any government; and (ii) none of Reseller officers, directors, principal shareholders or owners is an official or employee of any government or any department, agency or instrumentality of any government. Reseller acknowledges and agrees that Reseller’s breach of this Section 22 will be grounds for immediate termination of this Agreement by DigiCert.

**23. Non-Solicitation.** Reseller shall not market, solicit, or sell the Services to any current customer of DigiCert or its affiliates. Reseller shall not solicit any such customer to switch to a different Services provider or to a different DigiCert account during the term of this Agreement and for a period of 12 months after the expiration of this Agreement. Notwithstanding anything to the contrary in this section, Reseller is not restricted from responding to an inbound inquiry from any customer, including customers of DigiCert or its affiliates, or from reselling Services within the scope of such inbound inquiry.

**24. No Third-Party Beneficiaries.** The provisions of this Agreement are for the sole benefit of DigiCert and Reseller and their successors and permitted assigns, and they will not be construed as conferring any rights to any third party (including any third-party beneficiary rights).