

ROOT CERTIFICATE INCLUSION AGREEMENT

This Root Certificate Inclusion Agreement (the “Agreement”) is entered into this ____ day of _____, 20__ (“Effective Date”), by and between the following:

<p>DigiCert, Inc. (“DigiCert”) or (“CA”), a Corporation of the State of Utah located at: 355 South 520 West Canopy Building II Suite 200 Lindon, Utah 84042 USA</p>	<p>and</p>	<p>Your legal company name (“Company”), a Corporation of _____ located at:</p>
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WHEREAS a “Root Certificate” is a self-signed message in ITU X.509v.3 format that states the name of the entity issuing it (a “Certificate Authority” or “CA”), contains the CA’s public key, and identifies the Certificate's operational period; and

WHEREAS, DigiCert desires to grant Company, and Company desires to receive, the right from DigiCert to incorporate and distribute, during the Term of this Agreement, DigiCert’s Root Certificates listed on Exhibit A (the “Root Certificates”) as trust anchors in products developed, produced, marketed, or distributed by Company (the “Products”);

NOW THEREFORE, DigiCert grants to Company, its affiliates and subsidiaries, during the term of this Agreement, a royalty-free, non-exclusive, non-transferable, worldwide and irrevocable license to (a) use, reproduce, incorporate and distribute (through downloading, multiple tiers of distribution, or any other of Company’s regular distribution channels) any or all of the Root Certificates provided to Company, unmodified, in the Products, to its end users, in accordance with the terms and conditions herein.

1. DIGICERT OBLIGATIONS.

1.1 Provision of Certificates. DigiCert shall provide to Company’s designated individual(s) “New” or “Replacement” Root Certificates, if any, by the date specified by Company for each Product release .

1.2 New or Replacement Certificates. DigiCert may supply “New” or “Replacement” Root Certificates at any time during the Term of this Agreement by giving Company written notice of such and submitting the “New” or “Replacement” certificates to Company in the manner identified in Section 1.3. All such “New” or “Replacement” certificates shall be deemed “Root Certificates” for purposes of this Agreement. All amendments or changes to the supply of Root Certificates identified on Exhibit A shall be made in writing by mutual agreement of both parties.

1.3 Delivery. For each Certificate submitted by DigiCert for inclusion in a Product release, DigiCert shall supply the following information (see Exhibit A) to the Company-designated employee:

- a. Each Root Certificate in ASCII (Base 64) or binary (ASN.1 BER/DER) encoded forms.
- b. Whether the root is a new root or is replacing an existing root. If it is a new root, DigiCert shall provide a nickname that will be associated with the root in the Product interface.
- c. The application types for which the root will be used (e.g., code signing, SSL client, SSL server, and/or S/MIME).

1.4 Policy Compliance. DigiCert shall comply with the Certificate Policy and the Certification Practice Statement applicable to all digital certificates under a Root Certificate’s PKI hierarchy.

1.5 Certificate Revocation. If required to do so by the Certificate Policy or Certification Practice Statement applicable to a digital certificate it has issued, DigiCert shall promptly suspend or revoke such digital certificate. DigiCert shall immediately inform Company if it becomes aware of or suspects any unauthorized disclosure of, or loss or control over, sensitive information concerning its root private keys or other event that adversely affects the integrity of DigiCert's Root Certificates (a "Compromise").

2. COMPANY’S OBLIGATIONS.

2.1 Inclusion of Root Certificates in Products. Contingent upon DigiCert’s fulfillment of all obligations set forth in Section 1, Company may, in its discretion, include the Root Certificates as trusted root(s) in any versions of the Products to be commercially released during the Term of this Agreement. On commercial release of a version of a Product in which Company chooses to include the Root Certificates, Company shall include the most current Root Certificates from DigiCert unmodified and in full.

2.2 Certificate Updates. If DigiCert updates the Root Certificates, DigiCert will provide them to Company in the same manner in which it provided the original Root Certificates. Inclusion of updated Root Certificates in Company’s Product may be accomplished by embedding the Root Certificate either within the Product or through a patch or update release. Company may continue using Root Certificates that DigiCert has replaced and/or updated until notified by DigiCert that use should be discontinued as provided below. If DigiCert notifies Company that the Certificate should be discontinued, Company shall have a commercially reasonable time to remove that Certificate from its Product distributions (except those that have been embedded and/or distributed or are no longer within Company’s control).

2.3 Allowed Use. Company shall not use a Root Certificate in any manner that might compromise or adversely affect the operation of the Certificate or DigiCert's Public Key Infrastructure.

2.4 Root Key Compromise; Revocation. If Company becomes aware of or suspects Compromise of DigiCert's root private keys or any other Compromise of the integrity of DigiCert's Root Certificates, Company shall promptly notify DigiCert of such Compromise. Company shall use commercially reasonable efforts to cooperate with DigiCert to remedy the effects of any Compromise which may include, without limitation, effecting a revocation of CA's Root Certificate, replacing the Compromised Root Certificates, and notifying Company's end users of such Compromise and remedies to address such Compromise.

3. WARRANTY

3.1 Right to License. DigiCert warrants to Company that DigiCert has all right, title and interest in and to the Root Certificates and has full power and authority to grant the license granted by this Agreement.

3.2 Limited Warranty on Media. DigiCert warrants to Company that Root Certificates conform to DigiCert's then currently published specifications for the Root Certificates for a period of ninety (90) days of receipt of the Root Certificates and that the media on which the Root Certificates are furnished (if any) will be free of defects in materials and workmanship under normal use. DigiCert agrees to replace any defective media during this timeframe.

3.3 Virus Warranty. DigiCert represents and warrants that reasonable means have been taken to ensure that the Root Certificates and associated media contain no computer instructions designed to (i) disrupt, damage or interfere with use of computer or telecommunications equipment or facilities, or (ii) disrupt or corrupt the use, operation or results of any computer program. Notwithstanding the foregoing, Company acknowledges that the Root Certificates have an expiry period as described in the Certificate.

4. INDEMNIFICATION

DigiCert will, at its expense and at Company's request, defend any claim or action brought against Company, and Company's directors, officers, employees, and agents (a "Claim") to the extent such Claim is based upon an assertion that the Root Certificates provided by DigiCert hereunder breach any warranty provided in Section 3, provided that Company gives DigiCert prompt written notice of any such Claim and permits DigiCert, through counsel of its choice, to answer and defend such Claim. Company will provide DigiCert with reasonable information, assistance and authority, at DigiCert's expense, to enable DigiCert to answer and defend such Claim. DigiCert may not settle any Claim on Company's behalf without Company's prior written permission, and in the event Company and DigiCert agree to settle a claim or action, DigiCert agrees neither to disclose the settlement nor to permit the party claiming infringement to disclose the settlement without first obtaining Company's written permission.

5. TERM AND TERMINATION.

5.1 Agreement Term. This Agreement shall have a term beginning on the Effective Date and be effective until terminated.

5.2 Termination for Cause. Either party may terminate this Agreement by notice in writing (a) if the other party is in material breach of this Agreement and such breach continues uncorrected for a period of thirty (30) days after notice in writing to the breaching party; or (b) upon bankruptcy or insolvency of the other party.

5.3 Termination for Convenience. Either party may terminate this Agreement for convenience upon sixty (60) days' written notice to the other party.

5.4 Effect of Termination. Upon expiration or termination of this Agreement, Company shall discontinue embedding DigiCert's Root Certificate(s) in future Product releases. With respect to those Products that already incorporate DigiCert's Root Certificate(s), Company shall have in its sole discretion the right, but not the obligation, to remove or retain such Root Certificate(s).

5.5 Insolvency. In the event DigiCert becomes insolvent, enters into voluntary or involuntary bankruptcy, ceases to conduct business, or assigns its interests in this Agreement to a third party creditor: (i) Company may immediately terminate this Agreement; (ii) Company may continue to exercise the license rights granted to it herein; and (iii) Company reserves all rights it may have in the Root Certificates and related materials to protect Company's interests therein pursuant to Section 365(n) (and any amendment thereto) of the U.S. Bankruptcy Code.

6. PROPRIETARY RIGHTS

Company acknowledges that DigiCert retains all intellectual property rights and title in and to the Root Certificates and the public and private keys corresponding to such Certificates ("DigiCert's Intellectual Property"). DigiCert acknowledges that Company retains all intellectual property rights and title in and to Company's Intellectual Property, including the Products with the right to sell and distribute the Products incorporating DigiCert's Root Certificate(s) in source or object code and on a stand-alone basis or as a component of its Products. This Agreement does not give a party any right in the other party's Intellectual Property except for the licenses granted herein. If a party uses the other party's trademarks as permitted herein, such party agrees to comply with the other party's trademark usage guidelines.

7. DISCLAIMER OF WARRANTY

EXCEPT AS OTHERWISE PROVIDED IN SECTION 3 ABOVE, THE ROOT CERTIFICATES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. DIGICERT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

8. LIMITATION OF LIABILITY

EXCEPT AS INCLUDED IN A THIRD PARTY CLAIM UNDER SECTION 4 OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WILL A PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, TO THE EXTENT PERMITTED BY LAW AND EXCEPT FOR DIGICERT'S OBLIGATIONS UNDER SECTION 4 OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL A PARTY'S LIABILITY FOR ANY ACTION OR CLAIM EXCEED USD 1,000 (ONE THOUSAND UNITED STATES DOLLARS), REGARDLESS OF WHETHER SUCH ACTION OR CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.

9. GENERAL PROVISIONS

9.1 Governing Law. This Agreement, and any disputes arising out of or related to this Agreement, shall be governed by, construed, and enforced in all respects in accordance with the laws of the State of Utah, excluding its conflict of laws rules, and both parties agree to submit to the non-exclusive jurisdiction of the courts located therein. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

9.2 Assignment. Neither party may assign or transfer this Agreement or any obligation hereunder without the prior written approval of the other party, except that, upon written notice, a party may assign or transfer this Agreement to an entity acquiring all or substantially all of the assets of that party, whether by acquisition of assets or shares, or by merger or consolidation. Any assignment in violation of this section shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

9.3 Severability; Waiver. In the event that 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 shall not, in any way, be affected or impaired thereby. The failure of a party, at any time or from time to time, to require performance of any obligations of the other party hereunder shall not be deemed a waiver and shall not affect its right to enforce any provision of this Agreement at a subsequent time.

9.4 Force Majeure. Neither party shall be deemed to be in default of any provision hereof or be liable for any delay, failure in performance or interruption of services resulting directly or indirectly from act of war, act of nature, act of civil or military authority, civil disturbance or any other cause beyond its reasonable control.

9.5 Entire Agreement; Amendments. This Agreement constitutes the entire understanding and agreement of the parties, whether written or oral, with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings between the parties.

9.6 Compliance with Law and Export Requirements. Each party agrees that it shall comply with all applicable federal, state and local laws, regulations, and export requirements in connection with its performance under this Agreement.

9.7 Notices. Any notice, demand, or request shall be in writing, sent by certified mail (postage prepaid) or commercially recognized overnight delivery service, or legal courier, addressed to the attention of Legal Counsel at the addresses provided above. Notice shall be deemed served when signed for upon receipt.

9.8 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 of, or to otherwise bind, the other party. Each party shall bear its own costs and expenses in performing this Agreement.

9.9 Third Party Beneficiaries. No provisions of this Agreement are intended nor shall they be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the dates entered below.

<p>DIGICERT, INC.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>_____</p> <p>(“COMPANY”)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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EXHIBIT A
Root Certificates to be Included in Products

Certificate Name	Serial Number	Application Type: Code Signing, SSL client, SSL server, S/MIME	Certificate SHA1 Fingerprint	Status: New, Replacement, Existing, Unchanged, etc.
DigiCert High Assurance EV Root CA	02 AC 5C 26 6A 0B 40 9B 8F 0B 79 F2 AE 46 25 77	Code Signing, SSL client, SSL server, S/MIME	5F B7 EE 06 33 E2 59 DB AD 0C 4C 9A E6 D3 8F 1A 61 C7 DC 25	New
DigiCert Assured ID Root CA	0C E7 E0 E5 17 D8 46 FE 8F E5 60 FC 1B F0 30 39	Code Signing, SSL client, SSL server, S/MIME	05 63 B8 63 0D 62 D7 5A BB C8 AB 1E 4B DF B5 A8 99 B2 4D 43	New
DigiCert Global Root CA	08 3B E0 56 90 42 46 B1 A1 75 6A C9 59 91 C7 4A	Code Signing, SSL client, SSL server, S/MIME	A8 98 5D 3A 65 E5 E5 C4 B2 D7 D6 6D 40 C6 DD 2F B1 9C 54 36	New

Date of Submission: _____

By: _____
Signature

Name: _____
Print or Type