

DigiCert Subscriber Agreement for Code-Signing Certificates

PLEASE READ THIS AGREEMENT AND THE DIGICERT CERTIFICATE POLICY AND CERTIFICATION PRACTICE STATEMENT FOR DIGICERT GLOBAL CA, DIGICERT GLOBAL ROOT CA, DIGICERT ASSURED ID ROOT CA AND DIGICERT HIGH ASSURANCE CA (the "CP/CPS") CAREFULLY BEFORE APPLYING FOR AND USING THE CERTIFICATE ISSUED TO YOUR ORGANIZATION. BY USING THE 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 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 1-800-635-8951.

THIS DIGICERT SUBSCRIBER AGREEMENT FOR CODE-SIGNING CERTIFICATES ("Agreement") is effective as of the date of the accompanying Certificate (the "Effective Date") between DigiCert, Inc. ("DigiCert") and the organization that is receiving the Certificate or that will hold the Private Key corresponding to the Certificate ("Applicant"). (Note: If you provide hosting services to content originators and will be holding the corresponding private key that will be used to sign such content, "Applicant" includes you, and you represent, warrant and covenant that you have full agency and authority to bind the content originator to the terms and conditions of this Subscriber Agreement by your acceptance hereof, that both of you shall be jointly and severally liable for the performance hereof, that you shall procure the content originator's full compliance with the terms and conditions of this Subscriber Agreement, and that you have or will obtain the content originator's permission to digitally sign such content.)

Unless agreed otherwise by the parties, each 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 Certificates that is created and digitally signed by the CA that issued the Certificates.

Certification Authority ("CA")

DigiCert or an entity which is certified by DigiCert to issue Certificates to Users. DigiCert is Applicant's CA hereunder.

Content

Software programs, machine-readable code, binary number sequences, registry keys, procedures, functions, routines, URLs, identifiers, and human-readable descriptions thereof.

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.

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 Certificate. An Application Software Vendor is not considered a Relying Party when software distributed by such Vendor merely displays information regarding a Certificate.

User

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

Valid Certificate

A Certificate that has not expired and has not been revoked.

2. AUTHORITY TO USE 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 Certificate to create Digital Signatures or to use the Certificate in conjunction with Private Key or Public Key operations.

Limitations on Authority

Applicant shall use its 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 Certificates

Issue a Certificate to Applicant and manage that Certificate in accordance with the CP/CPS, provided that DigiCert can confirm Applicant's legal existence and the validity of the certificate request as required by the CP/CPS.

Revoke Certificates

Promptly upon the request of Applicant, revoke the Certificate of Applicant. DigiCert agrees that it, promptly after revoking Applicant's Certificate at Applicant's request, shall issue Applicant a new 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 the Certificate shall be truthful, accurate, and not misleading. If at any time, the name of Applicant contained in the Certificate request provided by Applicant has changed, Applicant shall immediately cease using such Certificate, request that DigiCert revoke such 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 Certificate request, Applicant shall request that DigiCert revoke the Certificate. DigiCert agrees that it shall, promptly after revoking Applicant's Certificate at Applicant's request, issue Applicant a new Certificate upon acceptable completion of the verification process and payment by Applicant of the then-current applicable fee.

Compromised 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 Certificate and DigiCert shall revoke said Certificate immediately upon Applicant's request.

Accuracy of Information

Applicant hereby agrees and warrants that it will provide truthful, accurate and complete information at all times to DigiCert and in all communications that refer, relate or pertain to the Code-Signing Certificate, including but not limited to all representations concerning identity of the Subscriber, application's name, information URL, application description, and all Content digitally signed by the Private Key corresponding to the Code-Signing Certificate, and as otherwise requested by DigiCert in connection with the issuance of the Certificate(s) to be supplied by DigiCert.

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 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 Certificate

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

Reporting and Revocation Upon Compromise

Applicant hereby agrees and warrants that it will promptly cease using a Certificate and its associated Private Key, and promptly request DigiCert to revoke the Certificate, in the event that: (a) any information in the 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 Certificate.

Termination of Use of Certificate

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

Use of Certificate

Applicant hereby represents, warrants and covenants that it will use the Certificate solely for authorized purposes, and that it will not use the Certificate to digitally sign hostile code, spyware or other malicious software; to disable antispyware or other protective measures; to provide false or misleading descriptions of the signed code's functions or features, or to use the Code-Signing Certificate in violation of applicable laws or this Subscriber Agreement.

DIGICERT RESERVES THE RIGHT TO REVOKE A CERTIFICATE IF IT RECEIVES NOTICE OR IF IT OTHERWISE BECOMES AWARE OR SUSPECTS THAT THE PRIVATE KEY HAS BEEN COMPROMISED, THAT INFORMATION IN THE CERTIFICATE IS NO LONGER ACCURATE, OR THAT ANYONE HAS USED THE CODE-SIGNING CERTIFICATE TO SIGN, PUBLISH OR DISTRIBUTE SPYWARE, TROJANS, ROOTKITS, BROWSER HIJACKERS, MALWARE, OR OTHER CONTENT IT DEEMS HARMFUL, MALICIOUS, HOSTILE, DECEPTIVE OR DOWNLOADED ONTO A USER'S SYSTEM WITHOUT THEIR CONSENT.

5. PERMISSION TO PUBLISH INFORMATION

Applicant agrees that DigiCert may publish Applicant's Certificate and the serial number of Applicant's Certificate in connection with DigiCert's dissemination of CRLs and 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 A CERTIFICATE IN COMPLIANCE WITH ITS POLICIES AS SET FORTH IN THE CP/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 CERTIFICATE BEYOND THOSE SPECIFIED IN THE CP/CPS OR THE RELYING PARTY AGREEMENT. IN CASES WHERE DIGICERT HAS NOT ISSUED OR MANAGED A CERTIFICATE IN COMPLETE COMPLIANCE WITH THE CP/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 CERTIFICATE BY ANY APPROPRIATE MEANS SHALL IN NO CIRCUMSTANCE EXCEED \$2,000 PER 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 CP/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 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— notwithstanding DigiCert's right to revoke the Certificate at any time in its absolute discretion.

8. **EFFECT OF TERMINATION**

Upon termination of this Agreement for any reason, Applicant's Certificate shall be revoked by DigiCert in accordance with DigiCert's procedures then in effect. Upon revocation of Applicant's 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 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.

Dispute Settlement

Any dispute, controversy or claim arising under, in connection with or relating to this Agreement, the CP/CPS, DigiCert’s Websites, or any 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 CP/CPS and the rights and obligations of the parties hereunder and under any 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.

Print Name of Applicant/Subscriber

Date

Signature of authorized contract signer

Print contract signer name and title

Print Name of Applicant/Service Provider

Date

Signature of authorized contract signer

Print contract signer name and title