

## Professional Services Agreement For Authentication Services Terms and Conditions

DigiCert, Inc., a Utah corporation with a place of business at 2801 North Thanksgiving Way, Suite 500, Lehi, UT 84043 USA or its Affiliate (as defined below) (“**DigiCert**”) agrees to provide the services (“**Services**”) specified in the quote /order form, and/or certificate referencing these terms and conditions (“**Services Order**”) to the customer identified in such Services Order (“**Customer**”). IF CUSTOMER DOES NOT AGREE TO THESE TERMS AND CONDITIONS, THEN DIGICERT IS UNWILLING TO PROVIDE THE SERVICES TO CUSTOMER. RECEIPT OF, ACCESS TO, AND/OR USE OF THE SERVICES PROVIDED BY DIGICERT, INDICATES CUSTOMER’S CONSENT FOR DIGICERT TO PROVIDE THE SERVICES TO CUSTOMER SUBJECT TO THESE TERMS AND CONDITIONS.

**1. Services/Term and Conditions.** DigiCert agrees to provide the Services specified in the Services Order subject to the foregoing terms and conditions. In addition, certain Services may require software, hardware and associated documentation to be separately provided by DigiCert as part of the Service (“**Service Components**”). These terms and conditions will be deemed incorporated into and will govern the Services Order and will control in the event of any conflict with a Services Order, unless otherwise specified in the Services Order. However, the Services Order may contain terms and conditions specific to the applicable Services ordered which terms will have no effect on other Services Orders. Terms not otherwise defined in these terms and conditions will have the meanings set forth in the Services Order. For the purposes of these terms and conditions, the term “Agreement” will mean collectively these terms and conditions and the Services Order.

**2. Term; Termination.** “**Term**” means the applicable effective period of the Services (which may include an initial set-up period) as set forth in the Services Order, and may be subject to automatic renewal as further described in the Services Order. The Agreement may be terminated at any time by either party: **(a)** upon written notice if the other party breaches any material term of the Agreement and such breach remains uncorrected for thirty (30) days following written notice; or **(b)** immediately, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or similar action for the benefit of creditors as a consequence of debt, or if the other party otherwise ceases or threatens to cease business. Subject to any termination conditions and/or payments specified in the Services Order, upon termination of the Agreement, DigiCert will be entitled to be paid for all work performed, including fees and expenses, up to the effective date of termination.

**3. Warranty.** DigiCert will provide the Services described in the Services Order in a good and workmanlike manner in accordance with generally recognized industry standards. **CUSTOMER AGREES THAT THE, EXPRESS OBLIGATIONS AND WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF AND TO THE EXCLUSION (TO THE FULLEST EXTENT PERMITTED BY LAW) OF ANY OTHER REMEDY, WARRANTY, CONDITION, TERM, UNDERTAKING OR REPRESENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO ANYTHING SUPPLIED OR SERVICES PROVIDED UNDER OR IN CONNECTION WITH THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY, CONDITION, TERM, UNDERTAKING OR REPRESENTATION AS TO THE CONDITION, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES OR ANY PART OF THEM.**

**4. Fees; Payment; Taxes.** **(a)** Customer will pay: (i) DigiCert the fees for the Services set forth in the Services Order; or (ii) Customer’s nominated DigiCert-authorized reseller the fees as separately agreed between Customer and such reseller (collectively the “**Fees**”). Fees with respect to the renewal of Services may be increased in accordance with the Services Order. Customer will pay DigiCert invoiced amounts within thirty (30) days of the invoice date (“**Due Date**”). If any sum payable to DigiCert is not paid by the Due Date, DigiCert reserves the right, without prejudice to any other remedy, to **(a)** charge interest on such overdue sum on a day to day basis from the due date until paid in full the lesser of one percent (1%) per month or the maximum rate permitted by applicable law; and/or **(b)** suspend the provision of the Services upon five (5) days prior notice, until paid in full. All Fees paid or payable for Services are non-cancellable and non-refundable.

**(b)** Customer is responsible for all taxes, customs duties, import fees or other similar charges, and all other mandatory payments

imposed by government entities with respect to the Services or other items provided under the Agreement, excluding tax imposed on DigiCert's net income and withholding taxes (subject to the condition of providing withholding tax payment receipts, as set forth below). DigiCert will bill applicable taxes as a separate item on Customer's invoice and will not include them in the Fees. If a transaction is exempt from tax, Customer will provide DigiCert with a valid exemption certificate or other evidence of such exemption in a form acceptable to DigiCert. If Customer is required by law to withhold any tax from the payment, Customer will provide to DigiCert original or certified copies of all tax payment receipts or other evidence of payment of taxes by Customer with respect to transactions under the Agreement. If Customer fails to provide DigiCert with such tax payment receipts, if applicable, then Customer will reimburse DigiCert for any fines, penalties, taxes and other governmental agency charges resulting from such failure.

**5. Confidentiality.** “**Confidential Information**” means the non-public information that is exchanged between the parties, provided that such information is: **(a)** identified as confidential at the time of disclosure by the disclosing party (“**Discloser**”), or **(b)** disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information (“**Recipient**”). A Recipient may use the Confidential Information that it receives from the other party solely for the purpose of performing activities contemplated under the Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient will not disclose the Confidential Information to any third party and will protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own similar Confidential Information. The Recipient may disclose the Confidential Information to its Affiliates, agents and independent contractors with a need to know in order to fulfill the purpose of the Agreement, who have signed a nondisclosure agreement at least as protective of the Discloser's rights as the Agreement. For the purposes of this Agreement: the term “**Affiliate(s)**” means any present or future entity that, directly or indirectly Controls, or is Controlled by, or is under common Control with

either party. “**Control**” means the power to direct or cause the direction of the management and policies of an entity whether through the ownership of voting securities, by contract, or otherwise. This provision imposes no obligation upon a Recipient with respect to Confidential Information which: (a) is or becomes public knowledge through no fault of the Recipient; (b) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (c) is rightfully received by the Recipient without any duty of confidentiality; (d) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (e) is independently developed by the Recipient without use of the Confidential Information. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (i) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure; and (ii) discloses only as much of the Confidential Information as is required. Upon request from the Discloser or upon termination of the Agreement, the Recipient will return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same. Each party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

## **6. Customer's Rights.**

**(a) Ownership Rights.** Any inventions, designs, intellectual property or other derivative works of DigiCert Information, will vest in and be the exclusive property of DigiCert (“**DigiCert Derivative Work**”). Any inventions, designs, intellectual property or other derivative works of Customer Information (as defined below) will vest in and be the exclusive property of Customer (“**Customer Derivative Work**”).

**(b) Pre-Existing Work.** Any pre-existing proprietary or Confidential Information of DigiCert or its licensors used to perform the Services, or included in any Service

Components, software, appliances, methodologies, code, templates, tools, policies, records, working papers, know-how, data or other intellectual property, written or otherwise, including DigiCert Derivative Works will remain the exclusive property of DigiCert and its licensors (collectively, “**DigiCert Information**”). Any Customer pre-existing information, including but not limited to Customer’s proprietary and Confidential Information provided to DigiCert by Customer will remain the exclusive property of Customer or its licensors (“**Customer Information**”). For the purposes of the Agreement, DigiCert Information and Customer Information will be deemed Confidential Information.

**(c) Retention.** Customer acknowledges that DigiCert provides similar services to other customers and that nothing in the Agreement will be construed to prevent DigiCert from carrying on such business. Customer acknowledges that DigiCert may at its sole discretion develop, use, market, distribute and license substantially similar Services. Notwithstanding the preceding sentence, DigiCert agrees that it will not market or distribute any Services that include the Confidential Information of Customer.

**(d) License Grant.** In consideration of Customer’s payment of applicable Fees, DigiCert grants Customer a limited, non-exclusive, non-transferable license, to access and use, in accordance with the Agreement and solely for Customer’s internal business purposes: (i) DigiCert Information, to the extent such information is necessary to utilize the Services or incorporated into any Service Components; and (ii) Service Components in the format provided by DigiCert, for use on systems under Customer’s control, solely in connection with the Services for which such Service Components are provided.

**(e) License Restrictions.** Customer will not take any action to infringe upon the intellectual property rights of DigiCert or its licensors, including to DigiCert Information. Other than as expressly permitted under the Agreement or applicable law, Customer will not copy, sublicense, sell, rent, lease or otherwise distribute DigiCert Information, or permit, either directly or indirectly, use of DigiCert Information by any third party. Customer will not modify, reverse engineer, disassemble, decompile, or create derivative works of DigiCert Information,

or otherwise attempt to build a competitive product or service using DigiCert Information.

Notwithstanding the foregoing, the license grant set forth above may be further limited as set forth in the applicable Services Order.

## **7. Intellectual Property Indemnification.**

**(a)** DigiCert will defend and indemnify and hold Customer harmless from any claim asserting that the Services infringe any intellectual property right of a third party, and will pay any and all damages awarded by a court and actually paid by Customer, or agreed to in settlement by DigiCert and attributable to such claim. DigiCert’s obligations under this provision are subject to Customer doing the following: (i) notifying DigiCert of the claim in writing, as soon as Customer learns of it; (ii) providing DigiCert all reasonable assistance and information to enable DigiCert to perform its duties under this Section 7; (iii) allowing DigiCert sole control of the defense and all related settlement negotiations; and (iv) not having compromised or settled such claim. Notwithstanding the foregoing, Customer may participate at Customer’s expense in the defense of any such claim with its own counsel, provided DigiCert retains sole control of the suit. Customer has the right to approve any settlement that affirmatively places on Customer an obligation that has a material adverse effect on Customer other than the obligations to cease using the affected Services or to pay sums indemnified hereunder. Such approval will not be unreasonably withheld.

**(b)** If the Services are found to infringe, or if DigiCert determines in its sole opinion that the Services are likely to be found to infringe, then DigiCert will either (i) obtain for Customer the right to continue to use the Services; or (ii) modify the Services so as to make it non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality, in which case Customer will stop using any infringing version of the Services; or, if DigiCert determines in its sole opinion that (i) and/or (ii) above are not commercially reasonable, (iii) terminate Customer’s rights and DigiCert’s obligations under the Agreement with respect to such Services, and refund to Customer the fees paid for the relevant Services.

**(c)** Notwithstanding the above, DigiCert will have no liability for any infringement claim to the extent that it is based upon: (i) modification of the Services other than by DigiCert;

(ii) combination, use, or operation of the Services with products not specifically authorized by DigiCert to be combined with the Services; (iii) use of the Services other than in accordance with the Agreement; or (iv) Customer's continued use of infringing Services after DigiCert, for no additional charge, supplies or offers to supply modified or replacement non-infringing Services. **THIS SECTION 7 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND DIGICERT'S SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY, REGARDING ALLEGED OR ACTUAL INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.**

#### **8. Limitation of Liability.**

(a) Nothing in the Agreement will exclude or limit DigiCert's liability for: (i) death or personal injury caused by its negligence; (ii) any fraudulent pre-contractual misrepresentations made by DigiCert on which Customer can be shown to have relied; or (iii) any other liability which cannot be excluded by law.

**(b) IN NO EVENT WILL DIGICERT OR ITS SUPPLIERS BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE TO CUSTOMER OR ANY PERSON FOR: I) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSSES, EXPENSES OR COSTS OF ANY KIND; OR II) COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS OR SERVICES, LOST PROFITS OR REVENUE OR LOST OR CORRUPTED DATA, LOSS OF PRODUCTION, LOSS OF CONTRACTS, LOSS OF GOODWILL OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; EVEN IF ADVISED OF THE POSSIBILITY AND WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE AGREEMENT OR USE OF THE SERVICES OR THE PERFORMANCE, DEFECTIVE PERFORMANCE, NON-PERFORMANCE OR DELAYED PERFORMANCE BY DIGICERT OF ANY OF ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THE AGREEMENT OR AN APPLICABLE SERVICES ORDER.**

(c) Except as provided in 8(a) and subject to Section 8(b), DigiCert's total liability (whether in contract, tort or otherwise) relating to anything supplied or services provided (including without limitation the Services) under or in connection with the Agreement will not exceed in

aggregate at any time the amount paid or payable by Customer for the Service which is the subject of the claim for the twelve (12) months preceding the claim.

(e) Customer agrees that the allocation of risk contained in the Agreement is reflected in the Fees, and will rely on its own insurance arrangements to bear or recover any loss for which DigiCert is not liable.

**9. Governing Law; Export.** (a) The Agreement and any Services Order will be governed by and construed in accordance with the laws of the State of Utah, USA, and the parties agree to be subject to the jurisdiction of the state and federal courts located in Salt Lake County, Utah. Such application of law excludes any provisions of the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. (b) Services and Service Components, including documentation may include controlled technology or technical data (collectively "**Controlled Technology**") that is subject to the U.S. Export Administration Regulations (EAR), and diversion contrary to U.S. law is prohibited. Customer agrees to comply with all relevant laws including the U.S. EAR and the laws of any country from which Controlled Technology is exported. All Controlled Technology is prohibited for export or re-export to Cuba, North Korea, Iran, Syria and the Crimea region of Ukraine and to any country or its nationals subject to a relevant embargo or sanction or to any entity or person for which an export license is required or for which transactions by US persons and entities are restricted per any relevant restricted party list, without first obtaining a license. Furthermore, Customer hereby agrees that it will not use or allow use of Controlled Technology in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

**10. Data Privacy.** For the purpose of providing Services pursuant to the Agreement, DigiCert will require Customer to supply certain personal information (such as business contact names, business telephone numbers, business e-mail addresses). Customer acknowledges that DigiCert is a global organization, and such personal information may be accessible on a global basis by DigiCert Affiliates or by DigiCert partners and subcontractors, including in countries that may have less protective data protection laws than the country in which

Customer is located. By providing such personal information, Customer consents to DigiCert using, transferring and processing this information on a global basis in accordance with its privacy policy, which may be updated from time to time, available at: <https://www.digicert.com/digicert-privacy-policy>.

For any question regarding the use of personal information, Customer may contact DigiCert, Inc., Attn: Data Protection Officer, 2801 North Thanksgiving Way, Suite 500, Lehi, UT 84043 U.S.A.; Telephone: +1 (801) 701-9600; Email: [privacy@digicert.com](mailto:privacy@digicert.com).

**11. Miscellaneous.** (a) DigiCert is an independent contractor and will not be deemed an employee or agent of Customer. (b) Any subsequent modifications to these terms and conditions will be made in writing and duly signed by authorized representatives of both parties or they will be void and of no effect. The Agreement, including the Services Order, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the parties regarding such subject matter. The Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer, even if signed and returned. The headings in these terms and conditions are for reference purposes only, and will not affect the meaning or construction of the terms of these terms and conditions. (c) DigiCert has the right to subcontract to third parties the performance of the Services, provided, however, that DigiCert remains responsible for the contractual obligations according to the Agreement. (d) All notices required to be sent hereunder will be in writing addressed to the party's address given in the Agreement (or such other address as the recipient may designate by notice given in accordance with this section). Notices will be effective upon receipt, and will be deemed to have been received as follows: (i) if personally delivered by courier, when delivered; (ii) if mailed by first class mail, or the local equivalent, on the fifth (5th) business day after posting with the proper address. (e) Customer may not assign the rights granted hereunder or the Agreement, in whole or in part and whether by operation of contract, law or otherwise, without DigiCert's prior express written consent. Such consent will

not be unreasonably withheld or delayed. (f) No person other than a party to the Agreement will be entitled to enforce any term of it except as expressly provided save that where an agreement is entered into pursuant to which any rights and/or obligations contained in the Agreement are permissibly assigned or novated to a third party, nothing in this Section 12(f) will, of itself, operate to prevent the assignee from taking the benefit of, and enforcing, any rights so assigned. (g) Each party will be excused from performance of its obligations (other than a payment obligation) for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond such party's reasonable control including but not limited to war, strike, riot, crime, acts of God, or shortages of resources. (h) If any provision of the Agreement is found partly or wholly illegal or unenforceable, such provision will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of the Agreement will remain in full force and effect. A waiver of any breach or default under the Agreement will not constitute a waiver of any other right for subsequent breach or default. (i) Any term of the Agreement, which is intended to survive expiration or termination of the Agreement will survive, including, without limitation, confidentiality, restrictions on use of intellectual property, limitations on liability and disclaimers of warranties and damages, governing law, and Customer's payment obligations accrued prior to termination.