

1. Sectigo Certificate Manager Enterprise (SCME).

1.1. Account Registration. By registering for an account within SCME ("Account") Subscriber agrees: (i) to provide SS247 with accurate, complete, and current information; (ii) that it is Subscriber's responsibility to keep its password confidential and secure; (iii) to notify SS247 in writing if it becomes aware of any unauthorized access or use of the Account; and (iv) to be responsible for all orders placed through the Account, regardless of whether the order was approved or authorized by Subscriber.

1.2. License. Subject to the terms herein, SS247 hereby grants Subscriber a limited, non-exclusive, non-transferable license to use SCME during the Service Term to request, revoke, and manage Certificates issued by SS247 to Subscriber or its authorized Affiliates. All rights not expressly granted herein are reserved to SS247.

1.3. Limitations; Restrictions. Subscriber may not transfer or provide access to SCME to an unaffiliated third party. Subscriber shall access SCME only by connecting remotely over the Internet. Subscriber shall not attempt to copy, reproduce, reverse engineer, disassemble, decompile, customize, translate, or alter SCME or attempt to unlock or by-pass any access prevention device in SCME or have anyone else do so. Subscriber may incorporate APIs included in SCME into its own software, provided that such software is not provided to any third party. Subscriber shall not alter, obscure, amend, or interfere with Certificate agreements presented through SCME. These limitations survive termination of the Agreement.

1.4. Roles. Subscriber shall designate in SCME a natural person (or persons) as an MRAO, DRAO, RAO, a Certificate Approver, and Certificate Requester(s) (collectively, "SCME Administrators"). Unless each designation is revoked by Subscriber deactivating such person's account access privileges, such designation lasts for the greater of: (i) the remaining Term, and (ii) expiration or revocation of all Certificates issued under the Agreement.

1.5. Trial/Beta Services. SS247 may invite Subscriber to try Trial Services and/or Beta Services that are not generally available to customers (collectively, "Trial/Beta Services") at no charge. Subscriber is under no obligation to use Trial/Beta Services. Trial/Beta Services will be clearly designated. Trial/Beta Services are: a) for evaluation purposes only and not for production use, b) are not considered a "Service" under the Agreement, and c) are not supported by Premier Support Services, if otherwise applicable. SS247 may discontinue Trial/Beta Services at any time. Trial/Beta Services are provided "as-is" without warranty, and notwithstanding any other provision herein, SS247 will have no liability for any claim arising from Subscriber's, its Affiliates', or authorized agents' use of Trial/Beta Services.

1.6. Reporting of Errors. Subscriber shall document and promptly report to SS247 any errors or malfunctions in the Certificates or SCME. Upon SS247's reasonable request, Subscriber shall assist SS247 in rectifying such errors or malfunctions.

1.7. Certificate Manager for Third-Party Certificates. This section shall apply provided Subscriber has purchased and paid for Certificate Manager for Third-Party Certificates. If Subscriber has been issued, and is authorized to use, a Third-Party Certificate, then, to the extent supported within SCME, Subscriber may use Certificate Manager for Third-Party Certificates to manage such Third-Party Certificate. Subscriber acknowledges and agrees, that (i) a Third-Party Certificate is not issued by SS247, (ii) use of, and access to a Third-Party Certificate is not granted by the licenses granted herein, but may be subject to licenses and restrictions by the issuer of the Third-Party Certificate, and (iii) the issuer of the Third-Party Certificate may revoke, or fail to revoke, the Third-Party Certificate, with or without Subscriber's or SS247's request or direction. As such, (a) any revocation of a Third-Party Certificate is beyond SS247's reasonable control; and (b) SS247 shall not be liable for the revocation, or non-revocation, of a Third-Party Certificate.

1.8. MSP Designation. If Subscriber purchases the Services through an MSP, Subscriber expressly authorizes and appoints MSP to act on Subscriber's behalf as the Certificate Requester, and Certificate Approver, as those terms are defined in the Baseline Requirements and use SCM to abide by the CPS with respect to each Certificate application submitted to SS247 on behalf of Subscriber, and to utilize SCM, the related API's, the relevant documentation, and any other software provided to Subscriber to order Certificates. Subscriber agrees to indemnify SS247 for any and all acts by MSP or its employees and agents under this Agreement and warrants that MSP shall abide by all terms and conditions of this Agreement including confidentiality obligations. This authorization shall continue for the term of this Agreement or until withdrawn or another agent is designated. Subscriber shall provide SS247 written notice of any withdrawal or

designation of an MSP five (5) days prior to the effective date of such change.

2. Certificate Schedules and Hosting.

2.1. Publicly-Trusted Certificates. If Subscriber purchases Publicly-Trusted Certificates it agrees to the terms and conditions set forth in Schedule 1.

2.2. Signing Certificates. If Subscriber purchases any type of Code-Signing, Document Signing, and/or eIDAS Certificates from SS247, it agrees to the terms and conditions in Schedule 1 and Schedule 2.

2.3. Enterprise RA. If Subscriber is appointed as an Enterprise RA by SS247, it agrees to the terms and conditions set forth in Schedule 3 as well as Schedule 1 and Schedule 2.

2.4. Private CA Managed Services. If Subscriber is purchasing any Private CA Managed Services, then it agrees to the terms set forth in Schedule 4.

2.5. Mark Certificates. If Subscriber purchases Mark Certificates, it agrees to the terms and conditions set forth in Schedule

2.6. Hosting. SS247 shall generate and host all Private Keys for each CA Certificate created in its secure systems at all times. Subscriber may not remove any Private Key for a CA Certificate as such keys are non-exportable from SS247's systems for any reason.

2.7. Connected Applications. The Services may contain features designed to interoperate with applications or other services through APIs or other plugin software ("Connected Applications"). To use such features, Subscriber or its Affiliates (if Subscriber has issued Certificates to such Affiliates) may be required to obtain access to such Connected Applications from their providers, and grant SS247 access to Subscriber's or its Affiliates' account(s) on such Connected Applications. If Subscriber uses a Connected Application with the Service, Subscriber grants SS247 permission to allow the Connected Application and its provider to access Subscriber's data solely as required for the interoperation of that Connected Application with the Service.

2.8. Connected Applications Disclaimer. SS247 provides interoperability with Connected Applications as a courtesy and not part of the Services. SS247 makes no warranty or guarantee as to the interoperability or availability of any Connected Applications and Subscriber's use of any such Connected Applications is wholly at Subscriber's own risk. SS247 may terminate interoperability with Connected Applications at any time in SS247's sole discretion, regardless of whether Subscriber has been provided notice. SS247 shall not be obligated to provide continued interoperability should SS247's provisioned Service change or any Connected Application change or be modified. Any acquisition by Subscriber of Connected Applications, and any exchange of Subscriber data between Subscriber and any Connected Application provider, product, or service, is solely between Subscriber and the applicable Connected Application provider. SS247 does not warrant or support Connected Applications. SS247 is not responsible for any disclosure, modification or deletion of Subscriber data resulting from access by any Connected Application or its provider.

3. Support.

3.1. Support. SS247 offers three levels of support: (i) Core Support; (ii) Enhanced Support; and (iii) Premier Support. SS247 shall provide Core Support. Enhanced Support and Premier Support provide additional levels of support at different price points.

3.2. Premier Support Services. Provided Subscriber purchases and pays for Premier Support Services, SS247 shall provide the Premier Support Services for the subscription term stated on the Order Form, in accordance with terms of this Agreement and the Addendum available here: <https://sectigo.com/uploads/files/SCM-ECA-Addendum-Premier-Support-Services-v1.2.pdf>, which is incorporated herein by reference. SS247 reserves the right to modify the Premier Support Services in its discretion.

3.3. Professional Services. Provided Subscriber purchases and pays for Professional Services, SS247 shall provide the Professional Services stated on the Order Form in accordance with the terms of the Agreement. SS247 reserves the right to subcontract part, or all, of the Professional Services ordered by Subscriber.

4. Subscriber Responsibility.

4.1. Representations. Subscriber represents and warrants that: (i) Subscriber has full power and authority to enter into the Agreement and perform its obligations hereunder; and (ii) Subscriber has all necessary consents to appoint each Certificate Requester and Certificate Approver, MRAO, DRAO, and RAO, and that each Certificate Requester and Certificate Approver has been provided a copy of, or an opportunity to

review, the Privacy Policy.

4.2. **Compliance.** Subscriber shall abide by all applicable laws, regulations, and rules when using SCME and Certificates, including the export and import regulations promulgated by Subscriber's government, the U.S. Dep't of Commerce, the U.S. Dep't of Treasury, and the U.K. Dep't for International Trade. Subscriber is solely responsible for procuring and renewing any required export or import licenses.

5. Pricing and Payments.

5.1. **Order Form and Billing.** The Order Form may be completed and placed via an online form, in-Service screen, or other mutually agreed upon offline form agreed to by the parties in writing. As part of registering or submitting billing information in SCME, or on an Order Form, Subscriber agrees to provide SS247 with updated, accurate, and complete billing information.

5.2. **Generally.** The Services are provided on a subscription basis, except for Certificates (which may be available on either a subscription basis or deposit basis), for the duration specified on the Order Form. Payment shall be made in accordance with (i) the payment terms listed on the Order Form, provided Subscriber purchases directly from SS247, or (ii) in accordance with the payment terms established between Subscriber and Reseller or MSP, as applicable, provided Subscriber purchases from a Reseller or MSP. Subscriber shall pay all applicable fees for the Services before the Services are rendered. Subscriber acknowledges and agrees that if Subscriber or Reseller (if Subscriber purchased the Services through Reseller or MSP) does not pay SS247 the applicable fees for the Services, Subscriber may not use the Services, and SS247 may suspend the Services, and/or revoke issued Certificates, for which the applicable fees remain unpaid.

5.3. **Deposits.** For payments listed as a deposit, Subscriber agrees to make such payments to SS247 in consideration for the discounted Certificate prices listed therein during the Term. Upon receipt of payment, SS247 will credit Subscriber's balance with the amount of such payment. All amounts credited to Subscriber's balance will roll-over during each contract year of the Term; however, all amounts credited to Subscriber's balance are non-refundable and may only be used by Subscriber to purchase Certificates during the Term. At the end of the Term, all amounts remaining will be forfeited.

5.4. **Subscription Fees.** For payments listed as a subscription fee, Subscriber agrees to make such payments to SS247 in consideration for access to the Services during the Service Term. If Subscriber orders under a subscription model, the Certificate quantity set forth on the Order Form shall represent the total number of Active Certificates that Subscriber may hold at any given time during the Service Term. "Active Certificate(s)" as used herein shall mean an issued Certificate with a currently active lifecycle. Active Certificates do not include a Certificate that was previously active but has since been revoked or has expired. All fees are paid annually and in advance. If the Agreement renews automatically, the parties agree that subscription fees for the upcoming Service Term may be increased, but only up to a maximum of 10% over the previous year's fees, unless otherwise prohibited by law. All fees are non-refundable, regardless of the number of Certificates actually utilized by Subscriber.

5.5. **Credit Card Purchases.** Certain Services may be available to purchase using a credit card. Subscriber authorizes SS247, either directly or through SS247's Affiliates, to charge, request, and collect payment from Subscriber's payment method or designated bank account, and to make inquiries that SS247 may consider necessary to validate Subscriber's designated payment account or financial information, in order to ensure prompt payment, including for the purpose of receiving updated payment details from Subscriber's credit card company. Provided the Services are available to purchase using a credit card, and provided the Services automatically renew, Subscriber authorizes SS247 to automatically charge the credit card SS247 has on file for Subscriber upon, or immediately prior to, expiration of the then-current Service Term, for Subscriber's continued use of the Services for the following Service Term.

5.6. **Purchases through Resellers or MSP.** If Subscriber purchased a Service from a Reseller or MSP, then to the extent there is any conflict between the Agreement and an agreement entered between Subscriber and the Reseller or MSP, as applicable, including any purchase order, then, as between Subscriber and SS247, the Agreement shall prevail. Any rights granted to Subscriber by such Reseller or MSP, as applicable, which are not contained in the Agreement, apply only in connection with the Reseller or MSP, as applicable.

5.7. **Discounts and Promotions.** Unless expressly stated otherwise in a separate legally binding agreement, if Subscriber received a special

discount or other promotional offer applicable to the Service, Subscriber acknowledges that such discount or promotional offer only applies during the current Service Term and upon the next Service Term, the Service will renew at the full applicable fee.

5.8. **Late Fees.** If Subscriber fails to remit payment for Services to SS247 for fifteen (15) days after Subscriber has received notice of a delinquent payment, SS247 may, at its sole discretion, charge Subscriber interest for late fees at the lesser of: (i) one and one half percent (1.5%) per month; or (ii) the maximum rate permitted by law.

5.9. **Taxes.** Prices do not include any sales, use, excise, transaction, or similar taxes. If such taxes are applicable, SS247 will separately state them on the invoice. Except for any taxes on SS247's income, Subscriber shall pay all taxes resulting from Subscriber's possession and use of the Services under the Agreement.

5.10. **Fee Adjustment.** In the event of any material increase in Subscriber's, or its Affiliates', use of the Services resulting from an acquisition, merger, or otherwise, the parties shall, upon written notice by SS247, negotiate in good faith a proportionate fee adjustment commensurate with the increase in usage.

6. Marketing.

6.1. **License.** Subject to sections 6 and 7, SS247 hereby grants Subscriber a non-exclusive, non-transferable, non-sublicensable, royalty-free license during the Term to display SS247's trademarks and other marketing material in connection with its use of the Certificates.

6.2. **Restrictions.** Subscriber shall not publish any marketing material or documentation that refers to a Service without receiving written prior approval from SS247, which SS247 shall not unreasonably withhold. Subscriber shall use only facts that SS247 itself uses in its non-confidential written materials when referring to a Service.

6.3. **SS247 Marketing.** Subscriber grants SS247 a non-exclusive, non-transferable, non-sublicensable, royalty-free worldwide license during the Term to use Subscriber's name and logo solely as necessary to provide the services to Subscriber and for no other reason without Subscriber's prior written approval in each instance. The goodwill associated with such use shall inure solely to the benefit of Subscriber.

7. Intellectual Property Rights.

7.1. **SS247 IP Rights.** SS247 retains, and Subscriber shall not obtain or claim, all title, interest, and ownership rights in: (i) the Services, including all techniques and ideas embedded therein; (ii) all copies or derivative works of the Services, regardless of who produced, requested, or suggested the copy or derivative work; (iii) all documentation and marketing materials provided by SS247 to Subscriber; and (iv) all of SS247's copyrights, patent rights, trade secret rights and other proprietary rights. All derivative works or modifications to the Services made or suggested by Subscriber or SS247 will be owned by SS247. Subscriber owns any software incorporating the APIs, but the APIs themselves remain the property of SS247.

7.2. **Restrictions.** The parties shall protect each other's intellectual property, goodwill, and reputation. Subscriber shall not use the Certificates, or SS247's trademark, in a way that might diminish or damage SS247's reputation, including using the Certificates on a website that infringes the rights of a third party or could be considered associated with a crime. SS247 may terminate the Agreement or restrict access to the Services if SS247 reasonably believes that the Services are being used to post or make accessible any material that infringes a third party's rights.

8. **Confidentiality.** The parties agree that: (i) neither party ("Receiving Party") may use or disclose any Confidential Information provided by the other party or its Affiliates (the "Disclosing Party") other than for the purpose of performing its obligations under the Agreement, except as allowed herein; (ii) the Receiving Party shall take reasonable measures to prevent unauthorized disclosure of Confidential Information and shall ensure that any person receiving Confidential Information complies with the restrictions in this section; (iii) the Receiving Party may disclose Confidential Information if the information: (a) is already possessed by the Receiving Party before receipt from the Disclosing Party; (b) is or becomes public domain without fault of the Receiving Party; (c) is received by the Receiving Party from a third party who is not under an obligation of confidentiality or a restriction on the use and disclosure of the information; (d) is disclosed in response to the requirements of a law, governmental order, regulation, or legal process if the Receiving Party first gives prior notice to the Disclosing Party of the requirement to disclose the information; or (e) is disclosed under operation of law to the public without a duty of confidentiality; and (iv) a party asserting one of the exceptions to Confidential Information above shall prove the assertion using verifiable documentary evidence.

9. Privacy and Data Protection.

9.1. Privacy Policy. SS247 shall follow its Privacy Policy when receiving and using information about Subscriber. SS247 may amend its Privacy Policy at any time at its discretion. SS247 will implement and maintain a security program having appropriate administrative, technical, and physical safeguards designed to ensure the privacy, confidentiality, and security of the Services. SS247 shall use reasonable efforts in protecting Subscriber's information. Subscriber acknowledges that risks remain that are beyond SS247's reasonable control.

10. Term and Termination.

10.1. Term. The Agreement shall commence on the Effective Date and continue in effect for the Term.

10.2. Auto-Renewal. If the Order Form states that the Agreement renews automatically, then, upon completion of the current Service Term, the Agreement shall continue in effect (instead of expiring) for successive Service Terms (each, a "Renewal Term") unless either party provides the other with thirty (30) days' prior written notice that the Agreement shall expire instead of renewing at the start of the upcoming Renewal Term.

10.3. Termination. Without prejudice to any rights or remedies, a party may terminate the Agreement: (i) if the other party materially breaches the Agreement and fails to remedy the breach, to the extent curable, upon ten (10) days written notice; (ii) immediately, if the other party violates the limitations on the licenses granted herein, its duty of confidentiality, its duty to adhere to Industry Standards, or any of the representations it made herein; (iii) immediately, if Subscriber issues a Certificate to an unauthorized third party; (iv) immediately, if Subscriber engages in illegal or fraudulent activity or an activity that could harm SS247's business practices; (vi) if Subscriber (a) has a receiver, trustee, or liquidator appointed over substantially all of its assets, (b) has an involuntary bankruptcy proceeding filed against it that is not dismissed within 30 days of filing, (c) files a voluntary petition of bankruptcy or reorganization, (d) assigns the Agreement, or (e) undergoes a change of control where more than fifty percent ownership is transferred to a third party; or (vii) upon reasonable notice, if SS247 is no longer allowed to issue Certificates or if a change in Industry Standards, regulations, or law prevents further use or issuance of Certificates.

10.4. Events upon Termination. Upon termination or expiration of the Agreement, (a) all rights and licenses granted herein to Subscriber terminate and revert to SS247, and (b) SS247 may restrict or limit access to the Services, which may include, but is not limited to, revocation of any issued, unexpired Certificates. In addition, Subscriber shall: (i) immediately cease validating and issuing Certificates; (ii) immediately discontinue all statements that imply a relationship exists between SS247 and Subscriber; (iii) immediately cease using SS247's trademarks and make any transfers reasonably requested by SS247 to ensure that all trademark rights remain with SS247; and (iv) continue to comply with its confidentiality obligations under the Agreement. Provided Subscriber has not utilized Services other than Trial Services, SS247 may, in its sole discretion, continue to store and host the Account for up to one (1) year or until either Subscriber or SS247 delete such Account.

10.5. Transition Services. Subscriber may purchase Transition Services at the end of the Term.

11. Indemnification.

11.1. Subscriber Indemnification. Subscriber shall defend and indemnify SS247, its Affiliates, and their respective directors, officers, employees, and agents from and against any and all third-party claims, liabilities, losses, expenses, and costs (including reasonable attorney's fees) (collectively "Losses") that arise out of or relate to, directly or indirectly: (i) Subscriber's breach or alleged breach of the Agreement; or (ii) Subscriber's infringement on the rights of a third party. Subscriber shall reimburse each SS247 Indemnitee for all Losses as they are incurred.

11.2. SS247 Indemnification. SS247 shall defend and indemnify Subscriber from and against any and all Losses incurred by Subscriber that arise out of or relate to, indirectly or indirectly that are based on SS247's infringement or misappropriation of a third party's U.S. patent, registered copyright, registered trademark or trade secret related to a Certificate. SS247's indemnification obligations shall not apply to the extent any such infringement or misappropriation is the result of: (a) Subscriber's independent modification of a Certificate, or any other product, software or service provided under the Agreement, where without such modification the Certificate or other product would not infringe, (b) Subscriber's combination or use of a Certificate or any other product, software or service provided under the Agreement with any other third-party product, or (c) SS247's

adherence to Subscriber's express written instructions where such instructions, or any modifications, changes, or combinations made as a result of said instructions, are responsible for the claim of infringement.

11.3. Indemnification Procedure. A party seeking indemnification must: (i) notify the indemnifying party promptly of a demand for indemnification (however, such party's failure to notify the indemnifying party will not relieve the indemnifying party of its indemnification obligations, unless such failure to notify materially prejudices the indemnifying party); (ii) reasonably cooperate with the Indemnifying Party in the defense of the matter, and (iii) give the Indemnifying Party primary control of the defense of the matter and negotiations for its settlement. The indemnifying party may assume the defense of any action, suit, or proceeding giving rise to an indemnification obligation unless assuming the defense would result in potential conflicting interests as determined by the indemnitee in good faith. The indemnifying party may not settle any claim, action, suit or proceeding related to the Agreement unless the settlement also includes an unconditional release of all indemnitees from liability.

11.4. SS247's Response to Certain Infringement Claims. If a Service becomes, or in SS247's reasonable opinion is likely to become, the subject of an intellectual property infringement claim, then SS247 will promptly notify Subscriber and, at its sole option and expense, may suspend provision of the applicable Service and either: (x) procure the right to continue providing the Service as contemplated by the Terms and Conditions; (y) modify the Service to render it non-infringing without adversely affecting use of such Service; or (z) replace the Service with a functionally equivalent, non-infringing service. If the above options are not commercially practicable, either party may terminate the Order Form(s) for the Services impacted.

12. Disclaimer and Limitation of Liability.

12.1. Warranty Disclaimers; Assumption of Risk. EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THE AGREEMENT, EACH PARTY EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES IN THE SERVICES. THIS DISCLAIMER IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW AND INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICES ARE NOT TO BE USED FOR, OR RELIED UPON AS, CONTROL EQUIPMENT IN HAZARDOUS CIRCUMSTANCES OR CIRCUMSTANCES REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, WEAPONS CONTROL SYSTEMS, OR WHERE FAILURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE ENVIRONMENTAL DAMAGE, EACH OF WHICH IS AN UNAUTHORIZED USE OF THE SERVICES AND FOR WHICH THE SERVICES WERE NEITHER DESIGNED NOR INTENDED. AS SUCH, SS247 DOES NOT WARRANT THAT 1) THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR MEET SUBSCRIBER'S EXPECTATIONS OR 2) THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

12.2. Damage Limitation. EXCEPT AS PROVIDED BELOW, THE AGGREGATE LIABILITY OF EACH PARTY, ITS AFFILIATES, AND THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THE AGREEMENT, SHALL BE LIMITED IN THE AGGREGATE TO (I) FOR BETA/TRIAL SERVICES, ONE HUNDRED US DOLLARS (\$100.00), AND (II) FOR ALL OTHER SERVICES, THE AMOUNT PAID OR PAYABLE BY SUBSCRIBER UNDER THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO A CLAIM. EXCEPT AS PROVIDED BELOW, EACH PARTY WAIVES ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THIS WAIVER INCLUDES ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND APPLIES EVEN IF A PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations apply to the maximum extent permitted by law regardless of 1) the reason for or nature of the liability, including tort claims, 2) the number of claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this Agreement have been breached or proven ineffective.

12.3. Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of warranty and limitations on liability herein apply to the maximum extent allowed by law.

13. Remedy.

13.1. Equitable Relief. Nothing in the Agreement will limit a party's ability to

seek equitable relief except that Subscriber will not seek, in a proceeding filed during the Term (including any Renewal Term) or for one year after the Term (including any Renewal Term) an injunction or an exclusion order of any of the Services or any portion of the Services based on patent infringement.

13.2. **Limitations on Actions.** All claims and actions arising from the Agreement must be brought within one year from the date when the cause of action accrued.

14. Miscellaneous.

14.1. **Independent Contractors.** SS247 and Subscriber are independent contractors and not agents or employees of each other. Neither party has the power to bind or obligate the other and each party shall bear its own costs and expenses in performing this Agreement.

14.2. **Notices.** Subscriber shall send all notices to SS247 by first class mail in writing in English, with return receipt requested, to SS247 Limited, Exmouth House, 3/11 Pine Street, London, England, EC1R 0JH, with copy to legalnotices@sectigo.com. SS247 shall send all notices to Subscriber's contact information listed in the Account. SS247 may send notices by mail, email, or facsimile.

14.3. **Entire Agreement.** The Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, superseding all prior or contemporaneous oral or written communications, proposals, representations and other agreements that may exist between the parties, and prevails over any conflicting terms of any quote, order, acknowledgment, or similar communications between the parties. Terms in any purchase order that conflict with, or are in addition to, the Agreement are null and void. The Order Form, each Addendum, and Schedule executed by the parties are incorporated herein by reference. In the event of a conflict between the terms of the documents comprising the Agreement, the order of precedence shall be the Order Form (to the extent that specific deviations from this Enterprise Certificate Agreement are explicitly identified in that Order Form), then any Addendum, then this Enterprise Certificate Agreement, then any Schedule thereto. Section headings are for reference and convenience only and are not part of the interpretation of the Agreement.

14.4. **Modifications.** Except as otherwise allowed herein, neither party may amend the Agreement unless the amendment is both in writing and signed by the parties. In SS247's sole discretion, SS247 may amend any products or services. If this Agreement is translated in any language other than English, the English version shall prevail in all respects.

14.5. **Waiver.** A party's failure to enforce a provision of the Agreement will not waive the party's right to enforce the same provision later or the party's right to enforce any other provision of the Agreement. To be effective, all waivers must be both in writing and signed by the party benefiting from the waived provision.

14.6. **Force Majeure and Internet Frailities.** Other than for payment obligations by Subscriber, neither party will be liable under the Agreement for a delay or failure to perform an obligation to the extent that the delay or failure is caused by an occurrence beyond a party's reasonable control. Each party acknowledges that the operation of the Internet is beyond the other party's reasonable control, and neither party will be liable for a delay or failure caused by an interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, or other such transmission failure.

14.7. **Governing Law; Venue.** The Agreement and any disputes relating to the Services provided hereunder shall be governed and interpreted according the laws of France. The parties agree to the exclusive jurisdiction of the courts of France.

14.8. **Assignment.** Subscriber shall not assign any of its rights, duties, or obligations under the Agreement without the prior written consent of SS247. Any transfer without consent is null and void. SS247 may assign its rights, duties, and obligations without Subscriber's consent.

14.9. **Severability.** Any provision determined invalid or unenforceable by rule of law will be reformed to the minimum extent necessary to make the provision valid and enforceable.

14.10. **Survival.** All provisions of the Agreement related to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the Agreement.

14.11. **Rights of Third Parties.** Except for Certificate Beneficiaries, nothing in the Agreement is intended or shall be construed to give any person or entity any legal or equitable right, remedy, or claim under or in respect of the Agreement.

14.12. **Execution; Counterparts.** The parties agree to the execution of the

Agreement in electronic form. The parties may execute one or more counterparts of the Agreement, all of which taken together shall constitute one and the same instrument.

15. **Definitions.** Unless otherwise specified, capitalized terms in the Agreement will have the meanings attributed to them in this section.

15.1. "Addendum" means a SS247-issued addendum that: (i) references the Agreement, and (ii) specifies a Service Term, adds products or services, and/or incorporates additional terms and/or modifies terms to the Agreement.

15.2. "Affiliate" means a legal entity controlled by a party as of the Effective Date. For the purposes of this definition, "control" shall mean the possession of more than fifty percent (>50%) of the voting equity securities or equity interests in such entity.

15.3. "Agreement" means the entire Agreement between the parties, consisting of all Order Forms, this Enterprise Certificate Agreement, any and all Schedules, any present or future Addendum executed by the parties, and all documents referenced and incorporated therein.

15.4. "Application Software Supplier" means a developer of Internet browser software or other relying-party software that displays or uses SS247's Publicly-Trusted Certificates and distributes SS247's Publicly-Trusted Root CA Certificates with SS247's participation, such as Google Inc., Microsoft Corporation, Mozilla Foundation, etc..

15.5. "Beta Services" mean SS247 products or services that are not yet generally available to customers.

15.6. "CA/Browser Forum" means the association of Certificate issuers and Application Software Suppliers whose website is cabforum.org.

15.7. "CABF Standards" refers to the set of industry standards published by the CA/Browser Forum relating to the issuance and management of certain Publicly-Trusted Certificates, including but not limited to: (i) the Baseline Requirements for the Issuance and Management of Publicly Trusted Certificates, (ii) the Guidelines for the Issuance and Management of Extended Validation Certificates, and (iii) the Guidelines for the Issuance and Management of Extended Validation Code Signing Certificates.

15.8. "CA Certificate" means a Certificate that is not an End-Entity Certificate.

15.9. "Certificate" means a digitally signed document that is a public-key certificate in the version 3 format specified by ITU-T Recommendation X.509. The Digital Signature on the certificate binds a subject's identity and other data items to a public key value, thus attesting to the ownership of the Public Key by the subject.

15.10. "Certificate Approver" means a natural person who: (i) is Subscriber's employee or Subscriber's authorized agent, and (ii) who has Subscriber's express authority to represent Subscriber to approve EV Certificate requests submitted by Certificate Requesters.

15.11. "Certificate Beneficiaries" means, collectively, all Application Software Suppliers with whom SS247 entered into a contract to include SS247's Root Certificate(s) in such Application Software Supplier's software, and all individuals or entities who actually rely on such Certificate, including but not limited to Relying Parties, during the period when the Certificate is valid (i.e., not expired and not revoked).

15.12. "Certificate Manager for Third-Party Certificates" means the optional Services within SCME, available for purchase by Subscriber, to enable management of Third-Party Certificates.

15.13. "Certificate Requester" means a natural person who: (i) is Subscriber's employee or Subscriber's authorized agent, and (ii) who has Subscriber's express authority to represent Subscriber to request an EV Certificate on Subscriber's behalf.

15.14. "Code Signing Certificate" means a Publicly-Trusted, End-Entity Certificate that is issued for purposes of signing software objects and code.

15.15. "Combined Mark" means a mark consisting of a graphic design, stylized logo, or image, with words and/or letters having a particular stylized appearance. For greater certainty, a "Combined Mark" includes marks made up of both word and design elements.

15.16. "Confidential Information" means all documents, information, or processes disclosed by a party to the other that is not accessible or known to the general public, regardless of whether the information was marked as being confidential, but excludes information contained in an issued Certificate.

15.17. "Core Support" means SS247's free, standard SS247-branded customer support.

15.18. "CRL" means a regularly updated time-stamped list of revoked or invalid Private End-Entity Certificates.

15.19. "Department Registration Authority Officer" or "DRAO" means an

employee of Subscriber who's role is created by Subscriber's MRAO and/or RAO to perform certain Certificate duties. DRAOs are only permitted visibility of the Certificates and domains to which they have been delegated.

15.20. "Design Mark" means mark consisting of a graphic design, stylized logo, or image, without words and/or letters. For greater certainty, a "Design Mark" includes marks made up solely of design elements.

15.21. "Digital Signature" means an encrypted electronic data file which is attached to or logically associated with other electronic data and which identifies and is uniquely linked to the signatory of the electronic data, is created using the signatory's Private Key and is linked in a way so as to make any subsequent changes to the electronic data detectable.

15.22. "Document Signing Certificate" means a Publicly-Trusted, End-Entity Certificate that is used to sign documents (e.g., PDF).

15.23. "Effective Date" means the date the Agreement is agreed to and last signed by a party.

15.24. "eIDAS Regulation" means Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market, as amended.

15.25. "Enhanced Support" means SS247's mid-tier support services as selected and identified as such on the Order Form and paid for by Subscriber.

15.26. "Enterprise EV Certificate" means an EV Certificate that is contained within the domain of a valid SS247 EV Certificate issued to Subscriber and that is validated by SS247 and approved for issuance by Subscriber acting as an Enterprise RA.

15.27. "Enterprise RA" means a legal entity that is responsible for identification and authentication of subjects of Enterprise EV Certificates and/or S/MIME Certificates and may assist in the application and/or revocation process.

15.28. "EV Certificate" means a Publicly-Trusted, End-Entity Certificate that is signed by a SS247 root certificate.

15.29. "Industry Standards" mean, individually and collectively, the CABF Standards, the ETSI Standards, and any other standards, rules, guidelines, and requirements applicable to the Publicly-Trusted Certificate (together with any future revisions made from time to time to such Industry Standards).

15.30. "Mark" means a Combined Mark, Design Mark, or Word Mark. Such Marks may either be 1. registered with a Trademark Office (Registered Mark) or created through government action (Government Mark); or 2. a mark or logo which qualifies to be included in a Mark Certificate.

15.31. "Mark Certificate" means a certificate that contains subject information and extensions specified in the VMC Requirements and that has been verified and issued by a Certificate Authority in accordance with the VMC Requirements. Additionally, the certificate contains a Mark Representation that has been verified as a Registered Mark or Government Mark.

15.32. "Mark Representation" means digital representation of a Combined Mark, Design Mark, or Word Mark such as a digital or computer file, containing structured binary or textual data which can be interpreted to recreate (render) a visual representation of the mark so that it can be seen.

15.33. "Master Registration Authority Officer" or "MRAO" means an employee of Subscriber who is the highest level of administrator in SCME, has access to all functional areas in SCME, and may delegate management functions and administrative roles.

15.34. "MSP" means the individual or legal entity that: (i) has been authorized by SS247 to resell SCME and Certificates to Subscriber; and (ii) has been designated and authorized by Subscriber to manage Subscriber's access to and use of SCME and Subscriber's Certificates under Section 1.8.

15.35. "OCSP" means an online Certificate-checking protocol that enables an entity to determine the status of an issued Private End-Entity Certificate.

15.36. "Order Form" means the SS247-issued order form that references the Enterprise Certificate Agreement and is signed by the parties.

15.37. "OV Certificate" means a Publicly-Trusted, End-Entity Certificate that is validated by confirming the existence of the entity named in the Certificate and the domain name listed in the Certificate.

15.38. "Premier Support Services" means the support services selected and identified as such on the Order Form and paid for by Subscriber, as further described in section 3.1.

15.39. "Privacy Policy" means the latest version of SS247's policies and practices about information privacy set forth at the following URL: <https://www.sectigo.com/es/privacy-policy/>, which may be updated from time to time.

15.40. "Private CA Managed Services" means the Services related to the

Privately-Trusted Certificates, including the OCSP/CRL services, but excludes Services related to Publicly-Trusted Certificates.

15.41. "Private End-Entity Certificate" means a Privately-Trusted, End-Entity Certificate that: (i) is validated by Subscriber, and (ii) is issued from the Private Intermediate CA Certificate.

15.42. "Private Key" means 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.

15.43. "Privately-Trusted" and "Privately-Trusted Certificate" mean a Certificate that is not a Publicly-Trusted Certificate.

15.44. "Professional Services" means all other implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change management.

15.45. "Public Key" means 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.

15.46. "Publicly-Trusted" and "Publicly-Trusted Certificate" mean a Certificate that is either (i) trusted by virtue of the fact that its corresponding CA Certificate is distributed as a trust anchor by Application Software Suppliers in widely-available application software, or (ii) is issued in accordance with the eIDAS Regulation.

15.47. "Registered Mark" means a Mark that has been registered as a trademark with a Trademark Office, and in particular, as the Mark appears in the official database of the applicable Trademark Office.

15.48. "Registration Authority Officer" or "RAO" means an employee of Subscriber that has the ability, as granted to them by the MRAO, to request and manage Certificates for domains owned and controlled by Subscriber. RAOs may also appoint DRAOs.

15.49. "Relying Party" means any entity other than Subscriber that relies on a valid Publicly-Trusted Certificate and that meets the conditions found in the Relying Party Agreement.

15.50. "Relying Party Agreement" refers to an agreement, available in the Repository, that governs the use of a Publicly-Trusted Certificate by a Relying Party.

15.51. "Repository" means SS247's publicly available collection of databases and documents for storing and retrieving information relating to Certificates set forth at the following URL: <https://www.sectigo.com/legal/>, which may be updated from time to time.

15.52. "Reseller" means the legal entity authorized by SS247 to resell SCME and Certificates to Subscriber.

15.53. "S/MIME Certificate" or "Secure Multipurpose Internet Mail Extensions Certificate" means a Certificate that is used for cryptographically signing and encrypting email.

15.54. "Sectigo Certificate Manager Enterprise" or "SCME" means SS247's web-based Certificate management and ordering platform, the related APIs, and documentation.

15.55. "Service Date" means the date from which Subscriber accesses SCME as a non-Trial Service.

15.56. "Services" means SCME, the Certificates, Professional Services, and other products and services, made available by SS247 and ordered by Subscriber.

15.57. "Service Term" means (i) for Trial Services, the duration communicated to Subscriber by SS247 for the Trial Service, and (ii) for all other Services, the duration specified on the Order Form applicable to the purchased Service.

15.58. "Subscriber" means the legal entity identified as such on the Order Form.

15.59. "Term" means the period of time from the Effective Date until the earlier of: (i) expiration or termination of all Service Terms, or (ii) termination of the Agreement as provided herein.

15.60. "Third-Party Certificate" means a Certificate that is not issued by SS247, Subscriber, or their respective Affiliates.

15.61. "Trademark Office" means an intellectual property office recognized by the World Intellectual Property Organization for registration of trademarks (see names of intellectual property offices as listed in the column "Office" at <https://www.wipo.int/directory/en/urls.jsp>)

15.62. "Transition Services" mean those Services with limited functionality, capabilities, and/or features, or other restrictions on access and use, that are provided by SS247 for the purpose of assisting Subscriber's transition

to another service provider and that are listed as such on the Order Form, if any.

15.63. "Trial Services" mean Services that are offered to Subscriber on a free-to-try basis for a limited period.

15.64. "VMC Requirements" a set of guidelines for the issuance and management of Mark Certificates, as set forth and maintained by AuthIndicators Working Group.

This Schedule 1 between Subscriber and SS247 is hereby made a part of, and fully incorporated into, the Enterprise Certificate Agreement, which, together with this Schedule 1, governs the products and services described herein. Capitalized terms used in this Schedule 1 and not defined herein shall have the meanings attributed to them in the Enterprise Certificate Agreement.

Schedule 1 – Public Certificates

1. Certificates (General).

1.1. Registration. The licenses granted herein are contingent upon SS247's successful validation of Subscriber. Subscriber authorizes SS247 to carry out a background check, a credit check, or both as part of the validation process. Subscriber shall provide additional information reasonably requested by SS247.

1.2. Request. When applying for a Certificate, Subscriber shall submit a certificate request in SCME by an individual with the authority to order Certificates on behalf of the entity to be listed in the Certificate.

1.3. Certificate Validation. Subscriber represents and warrants that it shall only request SSL/TLS DV Certificates, OV Certificates, EV Certificates, and QWACs for domains that are owned or controlled by Subscriber or its Affiliates. Subscriber shall assist, if necessary, SS247 to validate each Certificate ordered through SCME. When validating orders for Publicly-Trusted Certificates, SS247 shall follow the processes and procedures in the CPS. SS247 shall not invoice Subscriber for any Certificates failing validation.

1.4. Restrictions Subscriber shall not: (i) impersonate or misrepresent Subscriber's affiliation with any entity, (ii) modify, sub-license, create a derivative work of, or transfer to any non-Affiliate third party any Certificate (except as required to use the Certificate) or the associated Private Key; (iii) install or use an issued Certificate until after Subscriber has reviewed and verified the Certificate data's accuracy; (iv) use a Certificate, if Subscriber reasonably believes 1) any information in the Certificate is, or becomes, incorrect or inaccurate, 2) there is evidence that the Certificate was used to sign Suspect Code, if the Certificate is a Code Signing Certificate, or 3) the Private Key associated with the Public Key contained in the Certificate was misused or compromised; (v) use a Certificate with any on-line control equipment in hazardous environments requiring fail-safe performance where the failure of the Certificate could lead directly to death, personal injury, or severe physical or environmental damage; (vi) use a Certificate, or the associated Private Key, to upload or distribute any files or software that may damage the operation of another's computer; (vii) apply for a Code Signing Certificate if the Public Key in the Certificate is or will be used with a non-Code Signing Certificate; (viii) use a Code Signing Certificate, or the associated Private Key, to sign software that contains Suspect Code; (ix) use the Services to send unsolicited bulk correspondence or 5) create a Private Key that is substantially similar to a SS247 or third party's Private Key; (x) make representations regarding the Service to any third party except as agreed to in writing by SS247; (xi) take any action that imposes an unreasonably or disproportionately large load on SS247's infrastructure; (xii) use a Certificate after its expiration or its revocation, or the termination of the Agreement; or (xiii) compromise any Private Key or use a Certificate if Subscriber has reason to believe that such Certificate, or the associated Private Key, has been

compromised.

1.5. Revocation. Subscriber is hereby informed, and acknowledges understanding, of the reasons for revoking a Certificate. SS247 may or otherwise be required to revoke a Certificate based on the conditions contained in the Industry Standards, which are incorporated herein by reference and made a part of this Agreement. Subscriber acknowledges that such conditions may necessitate Certificate revocation within twenty-four (24) hours of issue identification. SS247 may also revoke a Certificate if SS247 reasonably believes that: (i) Confidential Information related to the Certificate is misused or compromised, or Confidential Information could be disclosed if the Certificate is not revoked; (ii) the technical content or the format of the Certificate presents an unacceptable risk, in SS247's opinion, to Certificate Beneficiaries; (iii) Subscriber has been added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination under the laws of SS247's jurisdiction of operation; or (iv) the CA Certificate, to which the Certificate is chained, is revoked.

1.6. Discontinued Certificates. SS247 may modify or discontinue any type of Certificate. Unless the modification or discontinuance is caused by a change in Industry Standards, SS247 shall replace any discontinued Certificate type with a similar Certificate. If a modification caused by a change in Industry Standards requires the purchase of additional software or hardware to be compliant, SS247 may provide such software or hardware to Subscriber at an additional cost.

2. Publicly-Trusted Certificates.

2.1. Publicly-Trusted End-Entity Certificates. Subject to the terms herein, after a Publicly-Trusted Certificate has been successfully validated and issued by SS247, SS247 grants Subscriber a non-exclusive, non-transferable license to use the issued Certificate: (i) on the server hosting the domain name(s) listed in the Certificate, if the Certificate is a SSL/TLS DV Certificate, OV Certificate, EV Certificate, or QWAC, (ii) to sign and encrypt email messages, if the Certificate is a Client Certificate, email Certificate or a QCert for ESig, (iii) to sign software objects or code, if the Certificate is a Code Signing Certificate, or (iv) to sign documents for Subscriber's legitimate business purposes, if the Certificate is a Document Signing Certificate, a QCert for ESeal, or a QCert for ESig, until the earlier of expiration or revocation of the Certificate or termination of the Service Term as provided herein.

2.2. Public Intermediate CA Certificates. Subject to the terms herein, and provided Subscriber has purchased and paid for the Public Intermediate CA Certificate, after SS247's creation of a Public Intermediate CA Certificate pursuant to the Agreement, SS247 grants Subscriber a limited, revocable, non-exclusive, non-transferable license during the Service Term to (i) use the Public Intermediate CA Certificate to sign and issue End-Entity Certificates to Applicants who have passed the validation requirements described in section 1.3, and (ii) download a copy of each Public Intermediate CA

Certificate to confirm the validity of each End-Entity Certificate. Subscriber expressly agrees that each Public Intermediate CA Certificate (including any related intellectual property rights) is owned by SS247 or its third-party licensors and will remain the sole and exclusive property of SS247 and its third-party licensors. No rights or licenses with respect to a Public Intermediate CA Certificate, or in any related patents, trademarks, copyrights and proprietary and trade secret rights, are granted or deemed granted hereunder or in connection herewith, other than those rights expressly granted in the Agreement. Except for Public Intermediate CA Certificate capable of issuing EV Certificates, Subscriber may re-brand Certificates issued from a Public Intermediate CA Certificate with Subscriber's names, brands, marks, logos and graphics ("Branding", provided that such Branding is approved by SS247 in writing prior to the dissemination of the branded Certificates and provided that the Branding does not violate or infringe upon any third party's rights, including trademark, copyright, patent, and other intellectual or proprietary rights.

2.3. **Subscriber Agreement.** The Agreement, consisting of the Order Form, the Enterprise Certificate Agreement, this Schedule 1, and any present or future Order Forms or Addendum executed by the parties, as well as any documents referenced and incorporated therein, is the subscriber agreement required by the CPS and Industry Standards for all Publicly-Trusted Certificates issued to Subscriber and applies to multiple future Certificates requested or issued during the Term.

2.4. **Lifecycle.** Subscriber may order Publicly-Trusted End-Entity Certificates with lifecycles equal to the lesser of: (i) the maximum lifecycle allowed by the CPS or Industry Standards, (ii) the lifecycles stated on the Order Form, or (iii) the remaining Service Term rounded up to a whole year. SS247 may modify Certificate lifecycles as necessary to comply with changes in Industry Standards, third parties chained to SS247's Root CA Certificates, SS247's auditors, and Application Software Suppliers.

3. Subscriber Responsibility.

3.1. **Obligations.** Subscriber warrants and covenants, to SS247 and all Certificate Beneficiaries, throughout the Term, to: (i) in connection with the issuance of a Certificate, provide accurate and complete information at all times to SS247 in the Certificate request and as otherwise requested; (ii) install and use each SSL/TLS DV Certificate, OV Certificate, EV Certificate, and QWAC 1) only on domains owned or controlled by Subscriber and 2) only on the server(s) accessible at the domain name listed in the Certificate; (iii) review and verify the accuracy of the data in each Certificate prior to installing and using the Certificate, and immediately inform SS247 if any data listed in a Certificate changes or ceases to be accurate; (iv) be responsible, at Subscriber's expense, for 1) all computers, telecommunication equipment, software, access to the Internet, and communications networks (if any) required to use SCME or Certificates, 2) the conduct of MRAO, DRAO, RAO, and all SCME Administrators, and 3) Subscriber's conduct and its website maintenance, operation, development, and content; (v) promptly inform SS247 if Subscriber becomes aware of any misuse of the Certificates and assist SS247 in preventing,

curing, and rectifying any misuse; (vi) take all reasonable measures to assure control of, keep confidential, and properly protect at all times the Private Key that corresponds to the Public Key to be included in a Certificate; (vii) immediately cease using a Certificate and the related Private Key and request revocation of the Certificate if 1) any information in the Certificate is or becomes incorrect or inaccurate, or 2) there is any actual or suspected misuse or compromise of the Private Key associated with the Certificate; (viii) cease all use of the Certificate and its Private Key upon expiration or revocation of the Certificate; (ix) comply with all regulations, policies, and procedures of its networks while using SCME and Certificates, and obtain and keep in force any authorization, permission or license necessary for Subscriber to use the Certificates and SCME; and (x) abide all applicable laws, rules, regulations, and guidelines when using SCME and the Certificates.

4. **Retention.** Information provided by Subscriber for the validation of a Publicly-Trusted Certificate shall be retained by SS247 in accordance with the CPS for not less than two (2) years, or as necessary to comply with applicable laws and Industry Standards. The retention period shall begin on the date of the rejection, expiration, or revocation of a Certificate. Copies of Certificates are held, regardless of their status, whether active, expired or revoked.

5. Remedy.

5.1. **Remedy.** Subscriber's sole remedy for a defect in a Certificate is for SS247 to use commercially reasonable efforts to cure the defect after receiving notice of the defect. SS247 is not obligated to correct a defect if: (i) Subscriber misused, damaged, or modified the Certificate, (ii) Subscriber did not promptly report the defect to SS247, or (iii) Subscriber has breached any provision of the Agreement.

6. **Disclosures.** Subscriber acknowledges and understands that (i) issued Certificates are embedded with information about Subscriber (such as Subscriber's domain name, jurisdiction of incorporation, or email address), which varies depending on the type Certificate ordered by Subscriber, (ii) issued Certificates may be logged in publicly-accessible Certificate transparency databases for purposes of detecting and preventing phishing attacks and other forms of fraud, and (iii) Certificates logged in publicly-accessible Certificate transparency databases cannot be removed, modified, or redacted.

7. **Industry Standards.** The parties shall comply with all Industry Standards (together with any future revisions made from time to time to such Industry Standards) as applicable to the Certificates..

8. Third Party Rights.

8.1. **Third Party Beneficiaries.** Except for Application Software Suppliers and Relying Parties, nothing in the Agreement is intended or shall be construed to give any person or entity any legal or equitable right, remedy, or claim under or in respect of the Agreement.

8.2. **Relying Party Warranty.** Subscriber acknowledges that the Relying Party Warranty is only for the benefit of Relying Parties. Subscriber does not have rights under the Relying

Party Warranty, including any right to enforce the terms or make a claim. SS247 shall manage any claims or disputes arising from the Relying Party Warranty in accordance with both the CPS and Relying Party Agreement.

9. Definitions. Unless otherwise specified, capitalized terms in the Agreement will have the meanings attributed to them in this section.

9.1. "Applicant" means the individual or entity to be named in an issued End-Entity Certificate.

9.2. "Application Software Supplier" means a developer of Internet browser software or other relying-party software that displays or uses SS247's Publicly-Trusted Certificates and distributes SS247's Publicly-Trusted Root CA Certificates with SS247's participation, such as Google Inc., Microsoft Corporation, Mozilla Foundation, etc..

9.3. "Certification Practices Statement" or "CPS" means the latest version of the SS247 document(s) posted in the Repository that explains SS247's policies and practices of how the applicable Publicly-Trusted Certificate is created, issued, managed, and used.

9.4. "DV Certificate" means a Publicly-Trusted, End-Entity Certificate that is validated by confirming the domain name

listed in the Certificate.

9.5. "OV Certificate" means a Publicly-Trusted, End-Entity Certificate that is validated by confirming the existence of the entity named in the Certificate and the domain name listed in the Certificate.

9.6. "Public Intermediate CA Certificate" means a Publicly-Trusted, CA Certificate that is chained to a SS247 Publicly-Trusted Root Certificate and can be used to issue Publicly-Trusted, End-Entity Certificates.

9.7. "QCert for ESeal" means a Qualified Certificate that links electronic seal validation data to a legal person,

9.8. "QCert for ESig" means a Qualified Certificate that links electronic signature validation data to a natural person.

9.9. "Qualified Certificate" means a Publicly-Trusted, End-Entity Certificate issued according to the requirements of the eIDAS Regulation.

9.10. "Qualified Website Authentication Certification" or "QWAC" means a Qualified Certificate used for website authentication.

9.11. "Relying Party Warranty" refers to a warranty offered by SS247 to Relying Parties who agree to the terms of the Relying Party Agreement.

This Schedule 2 between Subscriber and SS247 is hereby made a part of, and fully incorporated into, Enterprise Certificate Agreement, which, together with this Schedule 2, governs the products and services described herein. Capitalized terms used in this Schedule 2 and not defined herein shall have the meanings attributed to them in the Enterprise Certificate Agreement.

Schedule 2 – Signing Certificates

1. Tokens and Revocation.

1.1. Tokens. If Subscriber purchases Code Signing, Document Signing Certificate, email signing, and/or eIDAS Certificates from SS247 it may also purchase the corresponding Token. Subscriber shall purchase one (1) Token for each Code Signing Certificate, Document Signing Certificate, or eIDAS Certificate that it purchases. If Subscriber purchases a Token(s) from SS247 for the delivery of Subscriber's Code Signing Certificate, Document Signing Certificate, or eIDAS Certificate, Subscriber shall not: (i) permit any third party to use or access the Token; or; (ii) sell, lend, lease, and/or transfer the Token to any third party. If a Subscriber Token is lost and/or stolen, Subscriber must immediately notify SS247 once Subscriber becomes aware that the Token is lost and/or stolen. Subscriber may then pay for the replacement of the lost/stolen Token.

1.2. Revocation. Subscriber is hereby informed, and acknowledges understanding, of the reasons for revoking a Certificate. In addition to those stated in Schedule 1, SS247 may revoke a Certificate if SS247 reasonably believes that the use of an email address associated with the Certificate is no longer legally permissible or should not be relied on.

2. Subscriber Responsibility.

2.1. Obligations. Subscriber warrants and covenants,

throughout the Term, to, in addition to the obligations listed in Schedule 1: (i) install and use each email Certificate only on the mailbox address(es) listed in the Certificate; (ii) use one of the following options to generate and protect each Code Signing Certificate, Document Signing Certificate, and Qualified Certificate: 1) a hardware crypto module listed as a QSCD according to eIDAS Regulation; or 2) a hardware crypto module with a unit design form factor certified as conforming to at least FIPS 140 Level 2, Common Criteria EAL 4+, or equivalent; (iii) not permit third parties access, use, or control of any Token purchased from SS247; and (iv) use each Document Signing Certificate and/or eIDAS Certificate solely for signing documents in connection with its legitimate business purposes.

2.2. Representations. In addition to the representations made in Section 5.1 of the Agreement, Subscriber represents and warrants that for Document Signing Certificates that are issued in the cloud, Subscriber has authenticated each Applicant in accordance with the CPS.

3. Definitions.

3.1. "Token" means a certified hardware cryptographic device (FIPS and/or CC) containing a single customer Code Signing Certificate, Document Signing Certificate, or eIDAS Certificate.

This Schedule 3 between Subscriber and SS247 is hereby made a part of, and fully incorporated into, Enterprise Certificate Agreement, which, together with this Schedule 3, governs the products and services described herein. By agreeing to this Schedule 3, Subscriber also agrees to Schedules 1 and 2. Capitalized terms used in this Schedule 3 and not defined herein shall have the meanings attributed to them in the Enterprise Certificate Agreement.

Schedule 3 – Enterprise RA

1. Enterprise RA.

1.1. Enterprise RA. Subject to SS247's sole and absolute discretion and provided Subscriber has a currently valid SCME Account, or, where the case may be for the issuance and validation of Enterprise EV Certificates, a SS247 EV Certificate, SS247 appoints Subscriber as an Enterprise RA and grants Subscriber a limited, revocable, non-exclusive, non-transferable license to manage, request, revoke, and assist in the validation of S/MIME Certificates and/or Enterprise EV Certificates for Subscriber's own use. The Enterprise RA designation shall not apply to EV Code Signing Certificates. As an Enterprise RA, Subscriber shall: (i) follow CABF Standards when validating S/MIME Certificates and/or Enterprise EV Certificates, (ii) validate and approve the issuance of S/MIME Certificates and/or Enterprise EV Certificates (a) only through SCME, (b) only for (1) S/MIME accounts and/or mailboxes, and/or (2) for Enterprise EV Certificates domains, that are owned or directly controlled by Subscriber, and only as to Enterprise EV Certificates (c) only where the subject of the Enterprise EV Certificate is an organization previously issued a SS247 EV Certificate, and (iii) not request the issuance of an Enterprise EV Certificate at the third or higher domain levels to any subject other than Subscriber or an Affiliate. For example, in the case of a Sponsor Validated S/MIME Certificate, the Subscriber must validate the individual identity to include such individual's first and last name in a Certificate. For the avoidance of doubt, this example is merely illustrative and does not necessarily include all of the steps that the Subscriber must take to validate such Certificate. SS247 may revoke Subscriber's appointment as an Enterprise RA at any time on written notice to Subscriber, after which SS247 shall validate all EV

Certificates ordered by Subscriber. Subscriber shall not validate or cause to issue top level domain EV Certificates.

1.2. Document Retention. Subscriber shall retain any documentation used to validate an Enterprise EV Certificate and/or S/MIME Certificate for at least two (2) years after the expiration of the Certificate and shall make such documentation available promptly upon SS247's written request. SS247 may inspect, if necessary, Subscriber's validation process with respect to Enterprise EV Certificates and/or S/MIME Certificates by requesting that Subscriber provide electronic documents showing compliance with the CPS. Subscriber shall provide all such documents within five (5) business days. This section survives the termination or expiration of the Agreement.

2. **Termination.** In addition to the reasons set forth in the Agreement, SS247 may terminate the Agreement immediately, if Subscriber fails in its capacity as an Enterprise RA to follow the CPS when validating and authorizing the issuance of Certificates.

3. **Definitions.** Unless otherwise specified, capitalized terms in the Agreement will have the meanings attributed to them in this section.

3.1. "EV Code Signing Certificate" means a Code Signing Certificate that has been issued in accordance with CABF Standards.

3.2. "Sponsor Validated" or "Sponsor Validate Certificate" is a Certificate that combines certain individual identifiers with an associated legal entity."

This Schedule 4 between Subscriber and SS247 is hereby made a part of, and fully incorporated into, the Enterprise Certificate Agreement, which, together with this Schedule 4, governs the products and services described herein. Capitalized terms used in this Schedule 4 and not defined herein shall have the meanings attributed to them in the Enterprise Certificate Agreement.

Schedule 4 – Private CA Managed Services

1. Private CA Managed Services. This section shall apply if Subscriber has purchased and paid for the Private CA Managed Services.

1.1. Private CA Certificates. Subject to the terms herein, after SS247's creation of a Private Root CA Certificate or Private Intermediate CA Certificate pursuant to the Agreement and this Schedule 4, SS247 grants Subscriber a limited, revocable, non-exclusive, non-transferable license during the Service Term to: (i) use the Private Root CA Certificate and Private Intermediate CA Certificate to sign and issue Private End-Entity Certificates to Applicants who have passed the validation requirements described Section 1.2, herein, and (ii) download a copy of each Private Root CA Certificate and Private Intermediate CA Certificate to confirm the validity of each Private End-Entity Certificate. Each copy of a Private Intermediate CA Certificate or Private Root CA Certificate must include all copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the Certificate delivered by SS247.

1.2. Certificate Validation. Subscriber represents and warrants that it shall only request SSL/TLS DV Certificates, OV Certificates, and EV Certificates for domains that are owned or controlled by Subscriber or its Affiliates. Subscriber shall assist, if necessary, SS247 to validate each Certificate ordered through SCME. For Privately-Trusted Certificates, Subscriber shall create internal procedures that set forth its processes for requesting, renewing, and validating each such Certificate, and shall validate all information submitted by Applicants for such Certificates in accordance with such internal procedures prior to issuing the Certificate. Subscriber shall ensure that all personnel performing validation duties for Privately-Trusted Certificates receive and possess sufficient training and skill to perform the validation required for such Certificate.

1.3. Private End-Entity Certificates. Subject to the terms herein, SS247 grants Subscriber a limited, revocable, non-exclusive, non-transferable license during the Service Term to use each issued Private End-Entity Certificate on the device, or server hosting the domain name(s), listed in the Private End-Entity Certificate. Subscriber shall validate, issue, and renew all Private End-Entity Certificates through SCME and shall only issue a Private End-Entity Certificate for Subscriber's own use.

1.4. Restrictions. Subscriber shall not: (i) use or submit a Private Root CA Certificate as the basis, or as part, of an application to have a Private Root CA Certificate become

Publicly-Trusted, or even generally trusted outside the Subscriber's own organization; (ii) create or attempt to create a CA Certificate from the Intermediate CA Certificate or the Private Root CA Certificate; (iii) sell, rent, lease, license, assign, or otherwise transfer the Intermediate CA Certificate or the Private Root CA Certificate to any third party; (iv) alter, modify or revise a Private Intermediate CA Certificate or Private Root CA Certificate provided by SS247; (v) use a Certificate after its expiration or its revocation, or the termination of the Agreement; or (vi) compromise any Private Key or use a Certificate if Subscriber has reason to believe that such Certificate, or the associated Private Key, has been compromised.

1.5. Revocation. Subscriber is hereby informed, and acknowledges understanding, of the reasons for revoking a Certificate. Subscriber shall revoke Private End-Entity Certificates by following its internal procedures regarding Private End-Entity Certificates and shall revoke any Private End-Entity Certificate upon SS247's written request.

1.6. CRL/OCSP Service. SS247 shall provide and host CRL/OCSP services for Subscriber and shall continue to provide the CRL/OCSP services until the earlier of: (i) termination of the Agreement, or (ii) expiration or revocation of all Private End-Entity Certificates issued under the Agreement.

2. Definitions.

2.1. "DV Certificate" means a Publicly-Trusted, End-Entity Certificate that is validated by confirming the domain name listed in the Certificate.

2.2. "OV Certificate" means a Publicly-Trusted, End-Entity Certificate that is validated by confirming the existence of the entity named in the Certificate and the domain name listed in the Certificate.

2.3. "Private Intermediate CA Certificate" means a Privately-Trusted, CA Certificate that is chained to the Private Root CA Certificate and can be used to issue a Private End-Entity Certificate.

2.4. "Private Root CA Certificate" means a Privately-Trusted, CA Certificate that is created by SS247 and signed on behalf of Subscriber, identifies Subscriber and is used to sign a Private End-Entity Certificate.

2.5. "Privately-Trusted" and "Privately-Trusted Certificate" mean a Certificate that is not a Publicly-Trusted Certificate.

This Schedule 5 between Subscriber and SS247 is hereby made a part of, and fully incorporated into, Enterprise Certificate Agreement, which, together with this Schedule 5, governs the products and services described herein. By agreeing to this Schedule 5, Subscriber also agrees to Schedules 1 and 2. Capitalized terms used in this Schedule 5 and not defined herein shall have the meanings attributed to them in the Enterprise Certificate Agreement.

Schedule 5 – Mark Certificates

1. **Mark Certificates.**

1.1. Mark Certificates. If Subscriber purchases any Mark Certificates through SS247, it agrees to comply with all guidelines concerning Mark Certificates which are contained in the SSL.com Certificate Policy and Certification Practices Statement. The current edition of the CP/CPS is available for inspection at SSL.com/repository.