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ET Terms of Use

Sectigo's Certificate Services, Certificate-based Signing Services, Time-stamping Services and/or Dedicated CAs are subject to these Offering-specific terms of use (this "Schedule") and the Sectigo United Terms and Conditions ("United Terms") provided with this Schedule and which are also available at https://www.sectigo.com/legal. Certificates are also subject to Subscriber Agreements (as defined below). Capitalized terms not defined herein have the meanings given to them in the United Terms.

You, as the individual accepting the Agreement (as defined in the United Terms), represent and warrant that you are lawfully able to enter into contracts (e.g. you are not a minor). If you are entering into the Agreement on behalf of a legal entity, for example, the company or organization you work for, you represent to us that you have legal authority to bind such legal entity. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT (OR YOU DO NOT HAVE THE LEGAL AUTHORITY TO ENTER INTO CONTRACTS OR TO BIND THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING SUCH ACCEPTANCE), YOU SHALL NOT ACCESS OR USE THE HOSTED SERVICES. THE CONTINUED RIGHT TO ACCESS AND USE THE HOSTED SERVICES IS CONTINGENT ON CONTINUED COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT BY YOU (OR BY THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING ACCEPTANCE).

In consideration of the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. **Definitions**.
   1.1. "**Beta Services**" mean Sectigo products or services that are not yet generally available to Customers.

   1.2. "**CA**" means the system that issues and signs Certificates and the certification authority entity that operates such system.

   1.3. "**Certificate**" means a digital document that at a minimum: (a) identifies the CA issuing it, (b) names or otherwise identifies a Subject; (c) contains a public key of a key pair, (d) identifies its operational period, (e) contains a serial number and (f) is digitally signed by the CA.

   1.4. "**Certificate Services**" means the services offered by Sectigo relating to the issuance, management and revocation of one or more Certificate(s), including Foreign Certificate Management Right(s), and includes any Certificate(s) issued to or for Customer pursuant to the Agreement.

   1.5. "**Dedicated CA**" means an issuing CA chaining up to a public root CA and dedicated to issuing Certificates for Customer.

   1.6. "**Documentation**" has the meaning set out in the United Terms, and in this Schedule, includes the Policy and Practices Documentation.

   1.7. "**Enterprise RA**" means an employee or agent of a Subscriber who acts as an RA solely for that Subscriber.

   1.8. "**Foreign Certificate(s)**" means any Certificate that was not issued to or for Customer using its Management Account. For greater certainty, Foreign Certificates may include, but are not limited to, Certificates issued from other management services accounts, Certificates purchased from third parties, and Certificates issued from other Sectigo service offerings (for example, PKI as a Service).

   1.9. "**Foreign Certificate Management Right(s)**" means an optional license enabling Customer to use its Management Account to receive certain management services (as set out in the Documentation) for one (1) Foreign Certificate for each Foreign Certificate Management Right(s) purchased by Customer. The quantity of Foreign Certificate Management Right(s) available to Customer will be tracked by its Management Account and Customer's inventory of available Foreign Certificate Management Right(s) will be increased or decreased by a quantity corresponding to the number of Foreign Certificates added to or released from its Management Account.

   1.10. "**Hosted Services**" means, in this Schedule, the specific Certificate Services, Time-stamping Services, Signing Services and/or Dedicated CAs that Customer has purchased as specified in the Order, and includes a Management Account.

   1.11. "**Industry Standards**" means, collectively, the industry or regulatory standards or requirements applicable to a particular Certificate or Time-stamp, as identified in the Policy and Practices Documentation.

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1.12. "**Management Account**" means a self-service administration tool hosted by Sectigo that identifies Customer by its full legal name, tracks Customer's entitlements with respect to the Hosted Services and enables Customer, as applicable in accordance with its entitlements, to manage the issuance, revocation, and expiry of one or more Certificate(s) and access and use the Time-stamping Services and Signing Services.

1.13. "**Policy and Practices Documentation**" means, collectively, the most recent versions of the policy/ies, practices, requirements and rules applicable to a Certificate or Time-stamp provided by Sectigo, and the practices statements applicable to public key infrastructure (PKI) or components thereof operated as part of a Hosted Service, all as posted in Sectigo' repository at https://www.sectigo.com/cps-repository, as may be amended from time to time. The Policy and Practices Documentation applicable to a specific Certificate, Time-stamp and/or PKI depends on the type and nature of the Certificate, Time-stamp and of the PKI.

1.14. "**RA**" means a registration authority authorized by a CA to carry out certain verification tasks for Certificates as set out in applicable Policy and Practices Documentation.

1.15. "**Signing Services**" means the services offered by Sectigo relating to the generation, management and hosting of key pairs used to apply Certificate-based signatures and seals to hashed data.

1.16. "**Subject**" means the Person or device identified in the "Subject" field in a Certificate.

1.17. "**Subscriber**" means the Person who applies for or is issued a Certificate or a Time-stamp.

1.18. "**Subscriber Agreement**" means the agreement or terms of use posted in Sectigo's repository at https://www.sectigo.com/legal applicable to a particular Certificate type, between the CA who issues such Certificate and the Subscriber (and the Subject, if applicable).

1.19. "**Time-stamp**" means data in electronic form which binds other electronic data to a particular time establishing evidence that these data existed at that time.

1.20. "**Time-stamping Services**" means the services offered by Sectigo relating to the issuance of one or more Time-stamp(s), and includes any Time-stamp(s) issued to or for Customer pursuant to the Agreement.

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

1.22. "**Users**" has the meaning set out in the United Terms, and in this Schedule, includes Customer's Agents and all Persons who are Subjects and Subscribers of Certificates and Time-stamps issued using Customer's Management Account.

2. **Hosted Services Details.** Sectigo will provide the Hosted Services in accordance with the applicable Documentation and Customer's Order(s) for the Hosted Services. Without limiting the foregoing:

2.1. Certificate Services—Verification, Issuance and Revocation of Certificate(s). Upon receipt of an application containing requisite Subscriber and Subject information, and subject to the Subscriber's acceptance of the Subscriber Agreement, one or more RAs will perform verification as described in the Policy and Practices Documentation and Subscriber Agreement for the applicable type of Certificate(s). Subject to successful verification, upon receipt of a Certificate issuance request, the applicable CA will issue the Certificate(s) as described in the Policy and Practices Documentation and Subscriber Agreement for the applicable type of Certificate(s). After issuance, Sectigo will make the Certificate(s) available for retrieval and management as set out in the Documentation and Customer's entitlements under its Order for Certificate Services. **Customer acknowledges and agrees that Certificates are subject to revocation as set out in the applicable Subscriber Agreement, which may require revocation within a matter of hours or days, depending on the circumstances and that it is each Subscriber's responsibility to ensure it is able to safely replace a Certificate in case it needs to be revoked within 24 hours.**

2.2. Signing Services. Upon receipt of a request for key generation, Sectigo will generate and host a key pair, and make the keys available for Customer's use in connection with a Certificate for which Customer or one of its Affiliates is the Subscriber and/or the Subject, all if and as set out in the Documentation and Customer's entitlements under its Order for Signing Services.

2.3. Time-stamping Services. Upon receipt of a request for a Time-stamp, a CA will issue a Time-stamp, all if and as set out in the Documentation, and Customer's entitlements under its Order for Time-stamping Services.

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2.4.   Dedicated CA. If an Order calls for one or more Dedicated CA(s) to be provided for Customer's use, Sectigo will provide each Dedicated CA in accordance with the Documentation and Customer's entitlements under its Order for the Dedicated CA. The details of the Dedicated CA, such as the Subject to be identified in the Dedicated CA Certificate, the types of Certificate that will be issued by the Dedicated CA, and any other limitations or requirements, will be specified in the Documentation and in the Order for the Dedicated CA. The Dedicated CA and its keys will be owned and controlled by the CA. The validity period of the CA Certificate for a Dedicated CA will be no longer than that of the root CA that issued it, but may be revoked if revocation is requested by Customer, upon expiry or termination of the Offering Term, or for any other reason identified for revocation in the Agreement or the Policy and Practices Documentation.

2.5.   Hosted Service Revisions. Sectigo may modify Hosted Service features and functionality at any time. Additionally, Sectigo may add, reduce, eliminate or revise service levels at any time where a third-party service level agreement applicable to a Hosted Service has been changed. Where any such change will cause a material detrimental impact on Customer, Sectigo will take commercially reasonable efforts to provide Customer sixty (60) days prior written notice (email or posting notice on Sectigo's website constitutes written notice).

2.6.   Trial/Beta Services. Sectigo may from time to time, permit Customer to register for Trial Services or invite you to try Beta Services. Customer may accept or decline any such invitation in your its discretion. Trial Services and Beta Services do not renew automatically and will terminate on the earlier of: (i) termination or expiration of the Offering Term; or (ii) Customer's purchase of Hosted Services previously made available as Trial Services or Beta Services. Trial Services and Beta Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Trial Services and Beta Services are provided solely and exclusively "AS IS" with no express or implied warranty of any kind. YOU ASSUME AND UNCONDITIONALLY RELEASES SECTIGO FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY TRIAL SERVICES AND/OR BETA SERVICES. Sectigo may discontinue the Trial Services or Beta Services at any time in its sole discretion. Sectigo does not promise or represent that Beta Services will be made generally available.

3.   Grant of Rights.

3.1.   General Use. Subject to Customer (and Users') compliance with the Agreement, Sectigo grants Customer, during the Offering Term, a personal, worldwide, non-exclusive, non-transferable, non-sub-licensable right to access and use the Hosted Services, and to grant its Users the ability to access and use the Hosted Services, and to distribute Certificates issued as part of the Certificate Services, in each case solely (a) in accordance with this Schedule and the applicable Subscriber Agreement and Documentation; (b) in accordance with any specifications or limitations set out in the Order or imposed by technological means (such as a license code provided by Sectigo) of the capabilities of the Hosted Services that Customer is permitted to use, such as limits associated with subscription types or levels, and on numbers or types of Certificates, Time-stamps, identities, Users, signatures or devices purchased; and (c) subject to the restrictions set out in Sections 6.2 (General Restrictions) and 6.3 (Hosted Services Restrictions) of the United Terms.

3.2.   Evaluation Use. At Sectigo's discretion, it may provide Customer with access to and right to use any of the Hosted Services for evaluation purposes, in which case, notwithstanding anything to the contrary in the Agreement, either this Section 3.2 (Evaluation Use) or a separate evaluation agreement executed by the parties will apply. Subject to Customer's compliance with all restrictions, conditions and obligations in the United Terms, this Schedule, the applicable Subscriber Agreement and Documentation, and an applicable Order (if any), for sixty (60) days Customer may, solely as necessary for Customer's evaluation of a Hosted Service, access and use the Hosted Service exclusively in, from and/or in connection with a Customer test (non-production) environment (and which environment contains, for clarity, only fictitious non-production data). Performance and security testing is expressly excluded from evaluation purposes and is strictly prohibited. Sectigo may extend the evaluation period in writing at its discretion. Evaluation purposes exclude any purpose from which Customer (or any of its Users) generates revenue. Sections 3.1 (General Use), 7 (Support Services), and 11.1 (Offering Term) do not apply to any evaluation of the Hosted Service. Sectigo may in its sole discretion suspend or terminate any and all evaluation access and other evaluation rights to the Hosted Service at any time, for any or no reason, without advance notice.

4.   Customer Roles, Responsibilities, and Representations and Warranties.

4.1.   Agents. A Subscriber may exercise its rights and obligations with respect to the Certificate Services through Customer or through certain Users authorized to hold the roles as set out in Exhibit A, subject to any

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applicable verification or confirmation requirements set out in the Policy and Practices Documentation, such as verification that a person requesting EV Certificates is a verified 'Certificate Requester' under the EV Guidelines ("Agents"). The appointed Agents may be identified in Exhibit A, or will be provided to Sectigo during enrollment. Such appointment may be modified using means established by Sectigo from time to time. Customer agrees that Sectigo is entitled to rely on instructions provided by the Agents with respect to the Hosted Services as if such instructions were provided by the Subscriber itself.

4.2.   Signing Service Users. Customer may exercise its rights and obligations with respect to the Signing Services through certain Users appointed by Customer in its discretion ("**Signing Service Users**"). Such appointment may be modified using means established by Sectigo from time to time. Customer agrees that it is responsible for Signing Service Users' compliance with the Agreement and for the Signing Service Users' use of the keys hosted by the Signing Services.

4.3.   Enterprise RA. A CA and a Subscriber may mutually agree to appoint an Enterprise RA for certain Certificates to be issued to or for Subscriber. Subscriber is responsible for ensuring that such an Enterprise RA complies with, and maintains records showing compliance with, the requirements applicable to Enterprise RAs set out in the applicable Policy and Practices Documentation and Industry Standards. Sectigo and the CA (if different) have the right to monitor the compliance of the Enterprise RA and Enterprise RA shall cooperate with such monitoring, which shall include upon request and at least annually, the provision of compliance records.

4.4.   Representations and Warranties. Customer will comply with the requirements set forth in the applicable Subscriber Agreement when it acts in the capacity of Subscriber. Customer will notify all Customer Affiliates, Users and any other Persons who act in the capacity of Subscriber, Subject, Agent or Signing Service User (e.g. apply for, receive, are issued, or manage Certificates, or use Signing Services to generate keys and/or sign hashed data) under this Schedule through Customer's Management Account that they are required to comply with the requirements set forth in this Agreement (including those set out in each Subscriber Agreement) as applicable to the activities and roles of Subscribers, Subjects, Agents and Signing Service Users in connection with the Hosted Services and Certificates, and Customer will be responsible for ensuring such compliance. Customer represents and warrants that Customer has the authority to bind all Subscribers to the Subscriber Agreement if and to the extent that such Subscribers are issued any Certificate(s) under this Schedule through Customer's Management Account. Customer represents and warrants that each of its Signing Service Users has or will have obtained any requisite rights and authorizations for Signing Service Users' use of the keys hosted by the Signing Services.

4.5.   Customer-hosted Components. If Customer's Order for a Hosted Service includes on-premise Software components, or if Customer uses any third party products or services in connection with the Hosted Service (collectively, "Customer-hosted Products"), Customer will be responsible for the lifecycle management (patching, upgrades, etc.) of such Customer-hosted Products and the security of the environment where it installs and uses such Customer-hosted Products. Customer will implement commercially reasonable security measures with respect to the Customer-hosted Products and the environment where they are installed. Without limiting the foregoing, Customer will: (i) operate the Customer-hosted Products in an environment with appropriate physical, personnel, and electronic security measures; and (ii) for any Customer-hosted Products that are or include software, always use the current version of such software and promptly install any security patches and any upgrades/updates required for proper functioning of all features of the Hosted Service. Customer understands if it fails to comply with this Section it could create a security risk and/or otherwise negatively impact the operation of the Hosted Service and Sectigo may have the right to suspend the Hosted Service in accordance with Section 12 (Suspension). In addition, Customer may not be able to access new features or functions of the Hosted Service if it does not comply with this Section.

4.6.   Network Requirements. Customer is responsible for procuring, maintaining, monitoring and supporting its communications infrastructure, network (LAN or WAN), and all components that connect to the Hosted Service(s). Sectigo assumes no responsibility for the reliability or performance of any connections as described in this paragraph for any such external infrastructure, nor for any service degradation or failures caused by network connectivity of such external infrastructure.

4.7.   Devices. For Certificates issued to devices, Customer is responsible for ensuring that the relevant devices support and are interoperable with the Certificates. Some types of identity verification for certain Certificates require that the User use a smartphone or tablet mobile device with specified operating systems to be valid, as set out in the applicable Policy and Practices Documentation. Customer is responsible for ensuring that its Users comply with any requirements to use the specified type of device when undergoing verification.

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4.8. Unauthorized Access. Customer will take all reasonable steps to prevent unauthorized access to the Hosted Services, including by securing, protecting and maintaining the confidentiality of its access credentials. Customer is responsible for any access and use of the Hosted Services via Customer's Management Account or via Customer's access credentials and for all activity that occurs in Customer's Management Account. Customer will notify Sectigo immediately of any known or suspected unauthorized use of the Hosted Services or breach of its security relevant to the Hosted Services and will use commercially reasonable efforts to stop said breach or unauthorized use. The foregoing shall not reduce Customer's liability for all its Users.

4.9. Reporting of Errors. Customer will document and promptly report to Sectigo any errors or malfunctions in the Hosted Services. Upon Sectigo's reasonable request, Customer will assist Sectigo in rectifying such errors or malfunctions.

5. **Handling of Particular Information.** For the purposes of this Schedule, the definition of "Confidential Information" in the United Terms does not include any information that is Cloud Content (defined below), which is instead subject to this Section (Handling of Particular Information).

5.1. Certificate and Verification Information. Information submitted or collected as part of verification, Certificates, and information about or contained in Certificates (collectively, "Certificate and Verification Information") will be provided to all parties that may be involved in verification and issuance of Certificates, and will be processed in accordance with the Subscriber Agreement.

5.2. Administration Information. Sectigo may store information in and related to Customer's Order and Management Account and information generated by Customer's usage of the Hosted Service, such as Customer's access credentials, contact information for Agents, and entitlement consumption ("Administration Information") in the United States, United Kingdom, and/or Canada, and may process Administration Information for the purposes of billing, providing Support and to investigate fraud, abuse or violations of this Agreement in the United States, United Kingdom and other locations where Sectigo maintains its support and investigation personnel.

5.3. Cloud Content. "Cloud Content" means Certificate and Verification Information, Administration Information, and any data, text or other content that Customer or any User transfers to Sectigo for processing, storage or hosting by the Signing Services and any computational results that Customer or any User derives from the foregoing through its use of the Signing Service. Customer is aware and consents that Sectigo will process and/or transfer the Cloud Content in North America and the United Kingdom and in any other jurisdictions where Sectigo, any of its Affiliates, or any CA or RA maintains a presence, and may store Cloud Content in the cloud. Sectigo may access and use the Cloud Content to provide the Hosted Services, or as necessary to comply with law or a binding order of a governmental body.

5.4. Cloud Risks. Although Cloud Content may be encrypted, Customer acknowledges that there are inherent risks in storing, transferring and otherwise processing data in the cloud, and that Sectigo will have no liability to Customer for any unavailability of the Cloud Content, or for any damage, theft, unauthorized access, compromise, alteration, or loss occurring to Cloud Content or any data stored in, transferred to or from, or otherwise processed by the Hosted Services, including in transit.

5.5. Consents. Customer represents and warrants that Customer (and/or Users) has or will have obtained any requisite rights and consents, and made any requisite disclosures to relevant Users or other third parties, in accordance with all applicable laws, rules or regulations, to enable Customer and its Users to transfer the Cloud Content to Sectigo. Customer hereby grants Sectigo and each CA and RA (including any of their applicable Affiliates, subcontractors or hosting service providers) all rights and consents required for the collection, use, and disclosure of the Cloud Content in accordance with the Agreement. Customer shall be responsible for the accuracy, quality and legality of Cloud Content and the means by which Customer acquired them.

5.6. Other Privacy Provisions. Except as otherwise provided in this Section (Handling of Particular Information) or in the Agreement, Sectigo shall not disclose to any third party any Cloud Content that Sectigo obtains in its performance of the Hosted Services hereunder. However, Sectigo may make such information available (i) to courts, law enforcement agencies or other third parties (including release in response to civil discovery) upon receipt of a court order or subpoena or upon the advice of Sectigo's legal counsel, and (ii) to law enforcement officials and others for the purpose of investigating suspected fraud, misrepresentation, unauthorized access, or potential illegal activity by Customer in the opinion of Sectigo and (iii) to third parties as may be necessary for Sectigo to fulfill its responsibilities under the Agreement, including demonstrating the Hosted Service or any component thereof's compliance with Industry Standards.

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6. **Support Services**. Sectigo provides the support commitments set out in the Support Schedule available at https://www.sectigo.com/enterprise-support-validation-service for the Hosted Services and any Software provided in connection with the Hosted Services. The "standard warranty and support, as described in the Support Schedule, is included at no additional charge with a subscription to one or more of the Hosted Services. Premier Support may be available for purchase for an additional fee.

7. **Interoperability**. Third parties may make available plugins, agents or other tools that enable the Hosted Services to interoperate with third party products or services (each, an "Interoperation Tool"). Customer acknowledges and agrees that such Interoperation Tools are not part of the Hosted Services. Sectigo grants no rights, warranties or support for any such Interoperation Tools. If Customer uses any Interoperation Tool, Customer has exclusive responsibility to ensure that it has any and all requisite rights to use the Interoperation Tool, including using it to transfer any data from or to the Hosted Services, and to use the product or service with which it connects. The use of an Interoperation Tool does not create any data subprocessor relationship between Sectigo and any third party.

8. **DISCLAIMER OF WARRANTY.** For the purposes of this Schedule, the following is added to the disclaimer of warranties in the United Terms: **Sectigo makes no representations or warranties that any Certificate, Time-stamp or digital signature created using the Signing Services will be recognized or trusted by any particular third party or third party product or service.**

9. **INDEMNIFICATION.**

   9.1.   Additional Exception to IP Indemnity. In addition to the exceptions to indemnity in Section 10.1 (Intellectual Property Claims) of the United Terms, Sectigo shall have no liability for any IP Claim in respect of any Certificate Services if the IP Claim arises from the technology that issued the certificate signing request (CSR) or any information contained in the CSR, unless the CSR was generated by Sectigo.

   9.2.   Additional Customer Data and Use Claims. In addition to Customer's indemnification obligations in Section 10.2 (Customer Data and Use Claims) of the United Terms, Customer shall defend, indemnify and hold harmless Sectigo, its Affiliates and licensors and each of their respective employees, officers, directors, and representatives against any and all third party claims, demands, suits or proceedings, fines, costs, damages, losses, settlement fees, and expenses (including investigation costs and attorney fees and disbursements) arising out of or related to: (a) Customer's breach of, or errors in providing, the representations and warranties set out in Section 5.5 (Consents); (b) a violation of applicable law by Customer, Users, or Cloud Content; (c) an allegation that the Cloud Content infringes or misappropriates a third party's intellectual property rights; and (d) a dispute between Customer and any User (each of (a)-(d) are deemed included in the definition of "Customer Indemnified Claim" in the United Terms).

10. **Offering Term and Termination.**

   10.1.   Offering Term. The Certificate Services are sold either on a unit basis (per Certificate license) or on a subscription basis. Signing Services and Dedicated CAs are sold on a subscription basis. The Offering Term will commence on the earliest of either the date that Sectigo enables the Management Account for Customer's use, or the date that Customer is issued one or more Certificate(s). Unless otherwise specified on the Order, the Offering Term will continue in effect either: (i) for each Certificate license purchased on a unit basis, for 365 days if the Certificate remains unissued, or for the validity period of the Certificate if it is issued; or (ii) for Hosted Services purchased on subscription basis, for the period stated in the Order. With respect to Time-stamping Services made available in connection with Certificate Services, the Offering Term will be the same as the Offering Term for the connected Certificate Services. In any case, the Offering Term may end earlier, upon termination of the Agreement in accordance with its terms.

   10.2.   Termination. In addition to the termination rights in the United Terms, Sectigo may also terminate the Agreement in its discretion with notice to Customer in order to comply with any third party licensing or other contractual or legal obligation (including any Industry Standard) to which Sectigo is subject.

   10.3.   Effects of Termination or Expiry. Upon expiration of the Offering Term (unless succeeded immediately by a renewal Offering Term) or termination of the Agreement for a Hosted Service: (i) Customer must immediately cease all use of the Hosted Service; and (ii) all Certificates issued under the Agreement may be revoked, and any Dedicated CAs may be de-commissioned.

11. **Suspension**. In the event that Sectigo suspects any breach of the Agreement or the Policy and Practices Documentation by Customer and/or Users, Sectigo may suspend Customer's and/or such Users' access to and use of the Hosted Services without advance notice, in addition to such other remedies as Sectigo may have

pursuant to the Agreement. Nothing in the Agreement requires that Sectigo take any action against any Customer, User or other third party for violating the Agreement, but Sectigo is free to take any such action at its sole discretion. In addition, application processing and issuance of Certificates or Time-stamps may be suspended if and as required under the Policy and Practices Documentation and Industry Standards.

12. **Open Source Software and Third Party Products.**

12.1.   Open Source. Sectigo does not use Open Source Software in way that would require Customer to: (i) disclose or distribute the source code included among Sectigo's intellectual property to any of the Hosted Services; and/or (ii) grants any right in the Customer's data, which are processed by the Open Source Software, to any third-party. "Open Source Software" means any software that is distributed as free or open source software under one of the following licenses: any version of the GNU General Public License (GPL), the GNU Lesser General Public License (LGPL), or the GNU Affero GPL. .

12.2.   Third Party Products and Services. Certain third-party hardware, software and other products and services may be resold, distributed, provided or otherwise made available by Sectigo through or in connection with the Hosted Services ("Third Party Vendor Products"). Except as expressly stated in this Schedule, Sectigo has no obligation and excludes all liability with respect to Third Party Vendor Products, the use of which shall be exclusively subject to the applicable third party vendor's terms, conditions and policy documents ("Vendor Terms") accompanying, embedded in, or delivered with the Third Party Vendor Products or otherwise made available by the third party vendor.

12.3.   No Standalone Use. Any Third Party Vendor Product included with or embedded in the Offering may be used only with the applicable Offering, unless otherwise permitted in the applicable agreement accompanying such Third Party Vendor Product.

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Representation of Authority

_____ ("Subscriber") agrees that it is entering or has entered into one or more legally valid and enforceable Subscriber Agreements (available at https://www.sectigo.com/legal) that create extensive obligations on Subscriber in consideration for the right of Subscriber to apply for publicly-trusted digital certificates ("Certificates") to be issued by Sectigo Limited (including its affiliates, collectively "Sectigo") or by a third party certification authority contracted by Sectigo (such issuer, whether Sectigo or the third party, the "CA"). Public trust digital certificates serve as various forms of digital identity for Subscriber. The loss or misuse of this identity can result in great harm to the Subscriber. The individual(s) signing this Certificate Request and Authorization ("Authorization") represent(s) that they have the authority to obtain the digital equivalent of a company stamp, seal, or (where applicable) officer's signature to establish the authenticity of the Subscriber's website and other digital assets ("Authorized Subscriber Representative/Contract Signer"), and acknowledge(s) that Subscriber is responsible for all uses of its Certificates. By signing this Authorization on behalf of the Subscriber, the Authorized Subscriber Representative/Contract Signer (s) represent(s) that they i. are acting as an authorized representative of the Subscriber, ii. are expressly authorized by the Subscriber to sign Subscriber Agreements and approve Certificate requests on Subscriber's behalf, and iii. have confirmed Subscriber's rights and powers with respect to the domain(s), trademarks, code, email addresses, electronic signatures, electronic seals and other digital assets to be included in the Certificates.

Grant of Authority

The Subscriber exercises its rights and obligations with respect to Certificates issued to it through users appointed to hold administrator roles (e.g. MARO, DROA, and ROA – formerly, SuperAdmin and SubAdmin) in the systems used by the CA for registration of subscribers and issuance of Certificates. Subscriber hereby expressly authorizes the individuals listed below and such other individuals assigned as administrators, Certificate Requesters or Approvers within the Sectigo certificate lifecycle management tool from time to time (collectively, "Administrators") to have and exercise the permissions associated with such roles as described in the SCM console, including permission to request and approve the generation, renewal, re-issuance, and revocation of Certificates, including via APIs (each such request, a "Certificate Request") on behalf of the Subscriber.

The Subscriber hereby requests that the CA generate, renew, re-issue or revoke such Certificates, as the case may be, in accordance with each future Certificate Request submitted on behalf of the Subscriber and properly authenticated as originating with, or otherwise being approved by, its Administrator(s). The Subscriber expressly authorizes this (these) Administrator(s) to provide or authorize others to provide, the information requested from the Subscriber by the CA in connection with Certificate Requests. The Subscriber agrees that the provision of such information will be accepted as an authorized attestation of the accuracy and correctness of such information by and on behalf of the Subscriber. The Subscriber agrees that it shall be obligated under the Subscriber Agreement for all Certificates issued at the request of, or approved by, this (these) Administrator(s) until the authorization granted in this Authorization is revoked. Subscriber agrees to the methods described in the applicable CPS or service documentation for authenticating Administrators when certificate requests are approved, for periodic re-confirmation of authority for Administrators who approve certificate requests, and secure procedures for revoking authorizations and permissions granted to any Administrator.

The Subscriber has signed this Certificate Request and Authorization form through the duly appointed representative(s identified below, each of whom is meets the definition of "Authorized Subscriber Representative/Contract Signer" above.

Administrators	
Authorized Subscriber Representative/Contract Signer	

Subscriber *(as defined above), represented in this act by:*

Signature _____

Printed Name _____

Title _____

Date _____

And by (optional):

Signature _____

Printed Name _____

Title _____

Date _____

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United Terms and Conditions

These united terms and conditions ("United Terms") apply to a purchase of Certificate Services and are made part of a legally binding agreement by and between Sectigo Limited ("Sectigo")and the purchaser identified on the Order ("Customer"). When purchasing through Sectigo's online portal, you, as the individual making the purchase, represent and warrant that you are lawfully able to enter into contracts (e.g. you are not a minor). If you are entering into the Agreement on behalf of a legal entity, for example the company or organization you work for, you represent to Sectigo that you have legal authority to bind such legal entity. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT (OR YOU DO NOT HAVE THE LEGAL AUTHORITY TO ENTER INTO CONTRACTS OR TO BIND THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING SUCH ACCEPTANCE), YOU SHALL NOT ACCESS, USE, DOWNLOAD, AND/OR INSTALL THE SECTIGO OFFERING. THE CONTINUED RIGHT TO ACCESS AND USE THE SECTIGO OFFERING IS CONTINGENT ON CONTINUED COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT BY YOU (AND BY THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING ACCEPTANCE).

In consideration of the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. **Contract Structure and Parties.**

   1.1.   These United Terms govern purchase of, access to, and use of any one or more of the following Sectigo products and services (each, an "Offering"): (a) one or more executable software modules and associated deployment tools in machine-readable form ("Software"); (b) managed or cloud services hosted by Sectigo or its hosting providers ("Hosted Service"); (c) technical support, training and Software maintenance ("Support");   (d) consulting and other professional services ("Professional Services"); (e) hardware, equipment and supplies (together, "Hardware and Supplies"). Each Offering consists of the features, and is further subject to the offering-specific terms and conditions, set out in the applicable terms of use or schedule attached hereto.

   1.2.   An "Order" for one or more Offering(s) means a document, such as a quote, sales order, price list, invoice, or statement of work, issued by Sectigo offering to provide the Offering(s) to Customer directly, through an Sectigo-authorized reseller ("Partner"), or via an online purchase portal.

   1.3.   Each Order, together with these United Terms, the applicable Schedule(s) for the Offering(s) listed on the Order, and, in the case of Professional Services Offerings through a Partner, a statement of work duly signed by Sectigo and Customer, constitute the sole and entire "Agreement" between Customer and Sectigo for the Offering(s). Sectigo's assent to the Agreement and to provide any Offering is expressly conditional on Customer's acceptance of the terms and conditions of the Agreement, which acceptance Customer indicates by providing or authorizing payment or using the Offering. Any terms and conditions on any printed form of Customer are hereby expressly rejected by Sectigo.

   1.4.   In the Agreement, "Affiliate" means, with respect to Sectigo, any subsidiary of Sectigo Corporation, and, with respect to Customer, any corporation or other entity that is directly or indirectly controlled by Customer either through ownership of fifty percent (50%) or more of the voting rights for the board of directors or other mechanism of control.

2. **Fees and Taxes**.

   2.1.   Customer will pay to Sectigo the amounts set forth in the Order(s) (including where overages are applicable, any overage fees). All amounts due under the Agreement to Sectigo must be paid to the Sectigo Affiliate that issued the applicable invoice. Except as otherwise stated in the applicable Order, fees will be invoiced before the beginning of the Offering Term, and Customer will pay all amounts payable under the Agreement within thirty (30) days of the date of the invoice, without setoff or counterclaim, and without any deduction or withholding. Sectigo may elect to charge Customer interest for late fees at the lesser of 1.5% per month or the maximum rate permitted by law. In addition, if payment is not received within fifteen (15) business days of written notice that a payment is delinquent, Sectigo may suspend provision of all or part of a product or service, may refuse any additional Orders, and may require a fee to reinstate the product or service.

2.2.   Customer will be responsible for any taxes (other than taxes based on Sectigo's net income), fees, duties, or other similar governmental charge. Should any taxes be due, Customer will pay such taxes. Sales and use taxes can be reduced if Customer provides Sectigo with an exemption certificate or document acceptable to the appropriate authorities exempting Customer from payment of these taxes. Sectigo, for its part, will provide Customer with applicable certificates, forms, or other information as Customer reasonably requests to document exemption or reduction of withholding tax, which is the liability of the Customer.

2.3.   Notwithstanding any of the foregoing, if Customer has purchased any Offering through a Partner then the terms relating to fees and taxes will be those terms established between the Customer and such Partner instead of those set out above.

3.   **Term and Termination**.

3.1.   The United Terms and Schedules shall be in effect with respect to an Order commencing on the date the specific Order is accepted as described in Section 1.2 and shall be in place for the term indicated in the same Order, unless terminated sooner in accordance with this Agreement.

3.2.   The obligations with respect to each Offering will commence on the date that the Order for the Offering is accepted by Sectigo, unless otherwise specified in the Order or in the applicable Offering Schedule, and will remain effective for the period specified in the Order for the specific Offering, or in the applicable Offering Schedule, unless terminated earlier in accordance with this Agreement ("Offering Term").

3.3.   For Offerings purchased on a subscription basis, including Support, the subscription shall automatically renew for a subsequent Offering Term ("Renewal Term") at the end of the then-current Offering Term, unless notice of cancellation is provided by a party to the other party prior to the end of the then-current Offering Term. Notice of subscription cancellation may be provided by either party in writing in accordance with Section 18 (Notices), or, in the case of Customer, by such other mechanism provided by Sectigo to facilitate such cancellations. The Renewal Term duration and fees will be as set out in Sectigo's renewal reminder notice or in a separate renewal quote, or, if no notice or quote is provided, the fees will be Sectigo's then-current list price and the renewal Offering Term will be one (1) year. Fees for any Renewal Term(s) will be charged using the method of payment on Sectigo's file for the Customer's account. The Agreement for the Renewal Term will be deemed to be updated with the terms and conditions applicable to the Offering(s) as published at https://www.sectigo.com/legal on the renewal date.

3.4.   Either party may terminate the Agreement by giving notice to the other party: (i) if the other party commits a material breach of the Agreement and fails to remedy such material breach within thirty (30) days after delivery of notice by the non-breaching party of the occurrence or existence of such breach or such longer period as may be agreed to in writing by the non-breaching party; (ii) if the other party (A) applies for or consents to the appointment of a receiver, trustee, or liquidator for substantially all of its assets or such a receiver, trustee, or liquidator is appointed, (B) has filed against it an involuntary petition of bankruptcy that has not been dismissed within thirty (30) days thereof, (C) files a voluntary petition of bankruptcy, or a petition or answer seeking reorganization, or an arrangement with creditors, or (D) seeks to take advantage of any other law relating to relief of debtors, or makes an assignment for the benefit of creditors; or (iii) with respect to a particular Offering, as otherwise provided in the applicable Schedule.

3.5.   Effects of Termination and Expiration.

3.5.1.   Termination of Agreement for Offerings. Upon termination of the Agreement for any Offering, Sectigo will have no further obligation to provide the Offering, Customer will immediately cease all use of the Offering, and Customer will destroy any copies of documentation and delete any software Offering in its possession or control.

3.5.2.   General. Termination is without prejudice to any right or remedy that may have accrued or be accruing to either party prior to termination. Any provision of this Agreement which contemplates or requires performance after the termination of this Agreement or that must survive to fulfill its essential purpose, including the terms of this Section (Term and Termination), confidentiality, disclaimers, limitations and exclusions of liability, and any payment obligations, will survive the termination and continue in full force and effect until completely performed.

3.5.3. Termination Fees. In the event of any termination by Customer, Customer is required to pay to Sectigo any unpaid fees for any terminated Offerings in accordance with Section 2 (Fees and Taxes). Sectigo will not be required to refund the Customer any fees paid in advance. For clarity, all fees are non-cancellable and non-refundable notwithstanding any termination of this Agreement.

4. **Confidentiality.** In this Section (Confidentiality), "Discloser" means the party that discloses Confidential Information (defined below), and "Recipient" means the party that receives it. If Confidential Information is disclosed or received by an Affiliate of a party, it is deemed to have been disclosed or received by the party itself. The Recipient will use all Confidential Information it receives only for the purpose of exercising its rights and fulfilling its obligations under the Agreement. Recipient will treat such Confidential Information with the same degree of care against unauthorized use or disclosure that it affords to its own information of a similar nature, but no less than reasonable degree of care. Recipient will not remove or destroy any proprietary or confidential legends or markings placed upon any documents or other materials. Recipient will only disclose Discloser's Confidential Information to Recipient's and its Affiliates' personnel and agents with a need to know ("Recipient Agents"). Recipient shall be responsible for ensuring Recipient Agents comply with the confidentiality obligations of this Section (Confidentiality) and any acts or omissions of a Recipient Agent in breach of the terms and conditions of this Section (Confidentiality) shall be considered the acts or omissions of the Recipient. "Confidential Information" means any business, technical, financial, or other information, however conveyed or presented to the Recipient, that is clearly designated by the Discloser as being confidential or that ought reasonably to be considered confidential by the Recipient, including all information derived by the Recipient from any such information. Confidential Information does not include any information that: (i) is expressly excluded from the definition of Confidential Information in an applicable Schedule; (ii) was lawfully known by Recipient prior to disclosure; (iii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of the Agreement; (iv) was disclosed to Recipient by a third party without a duty of confidentiality to the Discloser; or (v) is independently developed by Recipient without reference to Discloser's Confidential Information. If Recipient is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of the Discloser, Recipient will use reasonable efforts to seek confidential treatment for such Confidential Information, and, if and as permitted by law, will provide prior notice to the Discloser to allow the Discloser to seek protective or other court orders. Recipient agrees that its breach of this Section (Confidentiality) may cause Discloser irreparable injury, for which monetary damages may not provide adequate compensation, and that in addition to any other remedy, Discloser may be entitled to injunctive relief against such breach or threatened breach. Personal Data and Excluded Data (each as defined in Section 5 (Data Protection) below) are excluded from the general definition of "Confidential Information" and the application of this Section (Confidentiality) but are subject to the specific confidentiality and other provisions of Section 5 (Data Protection).

5. **Data Protection**.

5.1. To the extent that Sectigo processes any personal data in performance of the Agreement, Sectigo shall do so in accordance with its privacy policy ("Privacy Policy") located here https://www.sectigo.com/privacy-policy, Sectigo reserves the right to update the Privacy Policy from time to time to comply with legal and regulatory requirements, and to keep current with upgrades and enhancements to its products and services. The latest version posted on Sectigo's website shall always apply and upon request Customer may receive update notifications.

5.2. Customer represents and warrants that it will not provide or transfer or cause to be provided or transferred to Sectigo any Excluded Data, except if and as the provision or transfer of Excluded Data is expressly required and addressed in a Schedule. "Excluded Data" means: (i) social security numbers or their equivalent (e.g., social insurance numbers), driver license numbers, and health card numbers; (ii) other personal data that would be considered sensitive in nature including information regarding racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation; (iii) data falling into a "special category of data" under EU General Data Protection Regulation; (iv) "cardholder data" as defined by the Payment Card Industry Data Security Standards; (v) data regulated under the Health Insurance Portability and Accountability Act or the Gramm-Leach-Bliley Act or similar laws or regulations in place now or in the future in the applicable jurisdiction (collectively, the "Excluded Data Laws"). Customer recognizes and agrees that, except to the extent specified in a Schedule: (i) Sectigo has no liability for any failure to provide

protections set forth in the Excluded Data Laws or otherwise to protect Excluded Data; and (ii) Sectigo's Offerings are not intended for management or protection of Excluded Data and may not provide adequate or legally required security for Excluded Data.

6. **Customer's Responsibilities.**

   6.1. Customer's Users. Customer is responsible for the use of the Offering by any individual, organization or legal entity (each, a "Person") who directly or indirectly receives access to, or the ability to use, the Offering or any component thereof through the Customer, including any such Persons more specifically described in the user guide, manual, technical specifications or release notes for the applicable Offering provided by Sectigo, all as may be updated from time to time ("Documentation") or described in the applicable Schedule (each such Person, a "User"). Any act or omission of a User with respect to an Offering is deemed to be the act or omission of Customer.

   6.2. General Restrictions. Customer will not: (a) host, time-share, rent, lease, sell, license, sublicense, assign, distribute or otherwise transfer or allow third parties to exploit any component of any Offering, except as provided in the Agreement; (b) copy, modify, translate, reverse engineer, de-compile or disassemble, or create derivative works from any Offering except to the extent that law explicitly prohibits this restriction notwithstanding a contractual restriction to the contrary; (c) attempt to find, circumvent, bypass, exploit, defeat, or disable any limitations, restrictions, security vulnerabilities, security mechanisms, filtering capabilities, or entitlement mechanisms that are present or embedded in any Offering or any component thereof; (d) provide any passwords or other log-in information provided by Sectigo as part of any Offering to any third party; (e) share non-public features or content of any Offering with any third party; (f) access any Offering in order to build or benchmark against a competitive product or service, or to build a product or service using similar ideas, features, or functions of any Offering; (g) use any Offering to transmit or store content or communications (commercial or otherwise) that is infringing, illegal, harmful, unwanted, inappropriate, objectionable, confirmed to be criminal misinformation or that otherwise poses a threat to the public, or viruses, malware, worms, time bombs, Trojan horses and other harmful or malicious codes, files, scripts, agents or programs; (h) attempt to gain unauthorized access to any Offering, or to gain access by any means, including automated means (e.g. bots) other than those set out in the Documentation; (i) use any Offering bundled with or provided for use with another Offering independently of the applicable bundle or Offering with which it is intended to be used; (j) use any Offering other than in compliance with all applicable laws and regulations (k) sell or resell the Offering or any component thereof to any third-party, including but not limited to Customer's distribution partners, resellers, or end-customer(s), unless otherwise explicitly permitted by Sectigo in the Agreement.

   6.3. Hosted Services Restrictions. Customer will not: (a) attempt or make any denial of service (DoS) attack on any Offering or any other conduct that attempts to disrupt, disable, or overload any Offering; (b) distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or "spam") using any Offering; (c) violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device using any Offering; (d) use any Offering to engage in or encourage any activity that is illegal, fraudulent, deceptive, harmful, violating others' rights, or harmful to Sectigo's business operations or reputation; (e) interfere with or otherwise negatively impact any aspect of an Offering or any third-party components linked to any Offering; (f) create a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications.

   6.4. High Risk Applications. Customer may not use, or authorize others to use, any part of any Offering in any application in which the failure of the Offering could lead to death, personal injury or severe physical or property damage ("High-Risk Applications"), including the monitoring, operation or control of nuclear facilities, mass transit systems, aircraft navigation or aircraft communication systems, air traffic control, weapon systems and direct life support machines. Sectigo expressly disclaims any express or implied warranty of fitness for High Risk Applications.

7. **Professional Services.** If Sectigo provides any consulting or other professional services and any related deliverables ("Professional Services") with respect to any Offering, the following provisions shall apply with respect

to such Professional Services, unless a separate professional services agreement has been entered by the parties (e.g. Letter of Engagement).

7.1. An Order (or in the case of purchases of Professional Services Offerings through a Partner, a statement of work duly signed by Sectigo and Customer) will further set out the scope and details of any Professional Services, including, if and as applicable, resource specialist(s), milestones, delivery dates, acceptance criteria, payment terms and any other information and terms related to the Professional Services.

7.2. Background and Professional Services IP. Any intellectual property rights of a party or its Affiliates conceived, created, developed, or reduced to practice prior to, or independently of, any Professional Services provided under the Agreement ("Background IP") shall remain the exclusive property of such party or its Affiliate. Customer grants Sectigo a non-exclusive, non-transferable, royalty-free, worldwide license for the term of the applicable Order to make, use and copy any Customer Background IP that it discloses to Sectigo, but solely to the extent necessary for Sectigo to provide the Professional Services to the Customer pursuant to the Order. The Professional Services, including all deliverables, are not "works for hire", and the intellectual property embodied therein is owned by Sectigo ("Professional Services IP"). Sectigo grants Customer a non-exclusive, non-transferable, royalty-free, worldwide, perpetual license to any Professional Services IP incorporated into a deliverable, but solely to the extent necessary to use and exploit the deliverable as contemplated in the applicable Order and only so long as such Professional Services IP is embedded in the deliverable and not separated therefrom.

8. **Compliance with Applicable Laws**.

8.1. Customer will comply in all respects with any and all applicable laws, rules and regulations and obtain all permits, licenses and authorizations or certificates that may be required in connection with Customer's exercise of its rights and obligations under any part of the Agreement, including use or access by Users. Sectigo will comply in all respects with any and all applicable laws, rules and regulations and obtain all permits, licenses and authorizations that may be required in connection with Sectigo's provision of the Offerings in the normal course of its business (for clarity, laws applicable to Customer shall not be deemed applicable to Sectigo merely because of Customer's use of Sectigo's Offerings). Without limiting the foregoing, each party will comply with all applicable trade control laws, including any sanctions or trade controls of the European Union ("E.U."), Canada, the United Kingdom ("U.K."), and United Nations ("U.N."); the Export Administration Regulations administered by the United States ("U.S.") Department of Commerce's Bureau of Industry and Security; U.S. sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); or on the U.S. Department of Commerce Entities List ("Entities List"); and any import or export licenses required pursuant to any of the foregoing; and all applicable anti-money laundering laws, including the U.S. Bank Secrecy Act, Money Laundering Control Act, and Patriot Act, the Canadian Proceeds of Crime (Money Laundering) and Terrorist Financing Act, the U.K. Proceeds of Crime Act, and legislation implementing the International Convention on the Suppression of the Financing of Terrorism or the money laundering provisions of the U.N. transnational Organized Crime Convention.

8.2. Customer represents and warrants that: (a) neither Customer nor any User is located in, under the control of, or a national or resident of any country to which the export of any product, software, or technology licensed or purchased under the Agreement, or related information, would be prohibited by the applicable laws, rules or regulations of the U.S., Canada, U.K., E.U., or other applicable jurisdiction; (b) neither Customer nor any User is a Person to whom the export of any product, software, or technology licensed or purchased under the Agreement, or related information, would be prohibited by the laws of the U.S., Canada, U.K., E.U., or other applicable jurisdiction; (c) Customer and each User has and will comply with applicable laws, rules and regulations of the U.S., Canada, U.K., E.U., or other applicable jurisdiction(s) and of any state, province, or locality or applicable jurisdiction governing exports of any product or service provided by or through Sectigo; (d) Customer and all Users will not use any Offering for any purposes prohibited by applicable laws, rules or regulations on trade controls, including related to nuclear, chemical, or biological weapons proliferation, arms trading, or in furtherance of terrorist financing; (e) neither Customer nor any User nor any of its affiliates, officers, directors, or employees is (i) an individual listed on, or directly or indirectly owned or controlled by, a Person (whether legal or natural) listed on, or acting on behalf of a Person listed on, any U.S, Canadian, E.U., U.K., or U.N. sanctions list, including OFAC's list of Specially Designated Nationals or the Entities List; or (ii) located in, incorporated under the laws of, or owned (meaning 50% or greater ownership interest) or otherwise, directly or indirectly, controlled by, or acting on behalf of, a person located in, residing in, or

organized under the laws of any country sanctioned under the laws of the U.S. and/or E.U.; and (f) Customer and each of its Users is legally distinct from, and not an agent of any Denied Party. Sectigo represents and warrants that neither Sectigo, nor any of its affiliates, officers, directors, or employees is a Denied Party or an agent of any Denied Party. In the event any of the above representations and warranties is incorrect or a party or any of the Customer's Users engages in any conduct that is contrary to sanctions or trade controls or other applicable laws, regulations, or rules, any Agreements, purchase orders, performance of services, or other contractual obligations of the other party are immediately terminated. In the Agreement, "Denied Party" means an individual, entity, or organization that is subject to trade sanctions, embargoes, or other restrictions imposed by a relevant government or an international organization.

8.3. Where Customer is provisioning services to Users using Sectigo Offerings, it shall have and enforce appropriate procedures and controls to ensure services are not provisioned to a Denied Party or a User in a Restricted Country. Sectigo further reserves the right to implement geo-blocking or such other measures as it deems necessary to ensure that the Offerings are not provided to a Denied Party or User in a Restricted Country or otherwise in violation of applicable export control, trade or financial sanctions laws, regulations, orders, directives, licenses and requirements of any governmental or relevant authority with jurisdiction over activities undertake in connection with this Agreement. In the Agreement, "Restricted Country" means a country where Sectigo prohibits all business due to the imposition of comprehensive sanctions by a relevant government or international organization or the presence of other higher sanctions risk.

8.4. Customer shall immediately notify Sectigo if, during the Term, it has breached the terms of this Section (Compliance with Applicable Laws) of the Agreement. If Sectigo has reason to believe that a breach of this Section (Compliance with Laws) has occurred or may occur, Sectigo shall have the right, in its sole discretion, to audit at its own expense Customer's business records, data, and other such documents and information that Sectigo may deem relevant in order to satisfy itself that no such breach has occurred or will occur. Customer agrees in the context of any audit undertaken pursuant to this paragraph to use its best efforts to make or cause to be made available relevant individuals and/or information. Any breach of this Section (Compliance with Applicable Laws) shall be considered a material breach of the Agreement.

8.5. Customer understands and agrees that Sectigo is not responsible for service interruptions or blocks that may be experienced by Users using third party devices (e.g. Huawei mobile phones) that may interoperate with an Sectigo Offering, to the extent that trade compliance restrictions, legal obligations, or information security requirements applicable to Sectigo do not allow for compliance with third party device requirements.

9. **Disclaimer of Warranties.**

Except as may be so expressly stated elsewhere in the Agreement, each Offering is provided "as is", and Sectigo and its Affiliates, licensors and suppliers disclaim any and all representations, conditions or warranties of any kind, express or implied, including warranties of non-infringement, title, merchantability or fitness for a purpose, satisfactory quality, or any representations, conditions or warranties implied by statute, course of dealing, course of performance, or usage or trade. Sectigo makes no representations, conditions or warranties regarding any third party product or service, with which any Offering may interoperate. Sectigo makes no representations, conditions or warranties that any Software will perform without interruption or error.

10. **Indemnities.**

10.1. **Intellectual Property Claims.**

10.1.1. **Intellectual Property Indemnity. Sectigo shall defend at its expense (including, for clarity, bearing court costs and reasonable attorney's fees) Customer against any claims by third parties that the Software, Hosted Service, or Hardware and Supplies furnished and used within the scope of the Agreement infringes upon or misappropriates a patent, trademark, copyright, trade secret or other intellectual or proprietary right (an "IP Claim"), and will pay any (i) amounts finally awarded against Customer by a court or arbitrator in any proceeding related to such IP Claim or (ii) settlement amounts approved in accordance with this Section (Indemnities).**

10.1.2. **Mitigation by Sectigo. If Sectigo becomes aware of an actual or potential IP Claim, or if Customer provides Sectigo with notice of an actual or potential IP Claim, Sectigo may (or in the case of an injunction against Customer, shall), at Sectigo's sole option and expense: (i)**

procure for Customer the right to continue to use the affected portion of the Software, Hosted Service, or Hardware and Supplies; (ii) modify or replace the affected portion of the Software, Hosted Service, or Hardware and Supplies with functionally equivalent or superior software or products so that Customer's use is non-infringing; or (iii) if (i) or (ii) are not commercially reasonable, terminate the Agreement with respect to the affected Software, Hosted Service, or Hardware and Supplies and refund to the Customer, as applicable, either (A) any perpetual purchase price paid for the affected Software or Hardware and Supplies depreciated over a three (3) year period from the date of delivery on a straight line basis less any outstanding moneys owed on such affected portion of the Software or Hardware and Supplies; or (B) any prepaid and unused subscription fees for the affected Software, Hosted Service or Hardware and Supplies for the terminated portion of the applicable Offering Term.

    10.1.3. Exceptions to Indemnity. Sectigo shall have no liability for any IP Claim in respect of any Software, Hosted Service, or Hardware and Supplies to the extent that: (i) such Software, Hosted Service, or Hardware and Supplies is used by Customer outside the scope of the rights granted in the Agreement or in a manner or for a purpose other than that for which it was supplied, as contemplated by the Documentation; (ii) such Software, Hosted Service, or Hardware and Supplies is modified by Customer; (iii) such Software, Hosted Service, or Hardware and Supplies is used by Customer in combination with other software, services, or equipment not provided by Sectigo and the infringement arises from such combination or the use thereof; (iv) the IP Claim arises from information, data or specifications provided by Customer; (v) the Software, Hosted Service, or Hardware and Supplies was provided on a beta testing, proof of concept, evaluation or "not for resale" basis; or (vi) the IP Claim relates to the use of any version of the Software other than the current, unaltered release, if such IP Claim would have been avoided by the use of a current unaltered release of the Software.

    10.1.4. THE PROVISIONS OF THIS SECTION 10.1 (INTELLECTUAL PROPERTY CLAIMS) ARE SUBJECT TO SECTION 11 (LIABILITY) AND STATE THE SOLE AND EXCLUSIVE LIABILITY OF SECTIGO AND ITS AFFILIATES AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OF THE NATURE HEREIN.

10.2. **Customer Data and Use Claims. Customer agrees to defend, indemnify and hold harmless Sectigo, its Affiliates and licensors, and each of their respective employees, officers, directors, and representatives against any and all third party claims, demands, suits or proceedings, fines, costs, damages, losses, settlement fees, and expenses (including investigation costs and attorney fees and disbursements) arising out of or related to: (a) Customer's breach of, or errors in providing, the representations and warranties set out in Section 5 (Data Protection) or Section 8 (Compliance with Applicable Laws), (b) the Personal Data or Excluded Data provided by the Customer or its Users (c) any inaccuracies in any data provided by Customer or Users to Sectigo, and (d) the misuse or misconfiguration of any Software or Hosted Service by the Customer or any of its Users (each of (a)-(d), a "Customer Indemnified Claim").**

10.3. **Conditions. The obligations in this Section (Indemnities) will apply only if indemnified party: (i) provides the indemnifying party prompt written notice of the IP Claim or Customer Indemnified Claim ("Claim"), provided that failure by the indemnified party to provide prompt notice will relieve the indemnifying party of its obligations only to the extent that the indemnifying party was actually and materially prejudiced by such failure; (ii) gives the indemnifying party the exclusive right to control and direct the investigation and defense of such Claim, including appeals, negotiations, and any settlement or compromise thereof, provided that the indemnified party will have the right to reject any settlement or compromise that requires that it or they admit wrongdoing or liability or that subjects it or them to any ongoing affirmative obligations; (iii) has not compromised or settled the Claim; and (iv) agrees to cooperate and provide reasonable assistance (at indemnifying party's sole expense) in the defense.**

11. **Liability.**

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11.1. **In this Section (Liability), "Sectigo" will be deemed to mean Sectigo Corporation, its Affiliates, and their respective suppliers, licensors, resellers, distributors, subcontractors, directors, officers, and personnel.**

11.2. **In no event will Sectigo be liable for, and Customer waives any right it may have to, any consequential, indirect, special, incidental, punitive or exemplary damages or for any loss of business, opportunities, revenues, profits, savings, goodwill, reputation, customers, use, or data, or costs of reprocurement or business interruption.**

11.3. **For any given Offering, in no event will Sectigo's total aggregate liability arising out of or related to the Agreement or the use and performance of the Offering exceed the fees paid to Sectigo for the specific Offering for the twelve months prior to the first event giving rise to liability, less any refunds, service credits or deductions.**

11.4. **The exclusions and limits in this Section (Liability) apply: (a) regardless of the form of action, whether in contract (including fundamental breach), tort (including negligence), warranty, indemnity, breach of statutory duty, misrepresentation, strict liability, strict product liability, or otherwise; (b) on an aggregate basis, regardless of the number of claims, transactions, digital signatures or certificates; (c) even if the possibility of the damages in question was known or communicated in advance and even if such damages were foreseeable; and (d) even if the remedies fail of their essential purpose. Customer acknowledges that Sectigo has set its prices and entered into the Agreement in reliance on the limitations and exclusions in this Section (Liability), which form an essential basis of the Agreement.**

11.5. **Notwithstanding anything to the contrary in this Section (Liability) or elsewhere in the Agreement, to the extent required by applicable law Sectigo neither excludes nor limits its liability for: (i) death or bodily injury caused by its own negligence; (ii) its own fraud or fraudulent misrepresentation; or (iii) other matters for which liability cannot be excluded or limited under applicable law.**

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13. **Nature of Relationship**. Nothing contained in the Agreement will be deemed to constitute either party or any of its employees, the partner, agent, franchisee, or legal representative of the other party or to create any fiduciary relationship for any purpose whatsoever. Except as otherwise specifically provided in the Agreement, nothing in the Agreement will confer on either party or any of its employees any authority to act for, bind, or create or assume any obligation or responsibility on behalf of the other party. The parties agree that no Sectigo personnel is or will be considered the personnel of Customer.

14. **Affiliates**. Sectigo may use one or more Affiliate(s) or subcontractors to perform its obligations under the Agreement, provided that such use will not affect Sectigo's obligations under the Agreement.

15. **Non-Solicitation**. Customer acknowledges that Sectigo has specially trained personnel and agrees that during the term of this Agreement and for one (1) year following the term Customer will not solicit or otherwise attempt to employ any such personnel who have been engaged in the performance of the Agreement and/or with whom Customer has contact by virtue of the Agreement, without the prior written consent of Sectigo; provided that such restriction does not apply to the hiring of employees who respond without solicitation by Customer to Internet or other advertisements of general circulation not specifically targeted to such employees.

16. **Third Party Beneficiaries**. Except as expressly stated in the Agreement, the Agreement is made solely for the benefit of the parties hereto and their respective successors and permitted assigns, and no other person or entity will have or acquire any right or benefit under the Agreement, including under the UK Contracts (Rights of Third Parties) Act 1999.

17. **No Exclusivity**. Nothing in the Agreement shall prevent Sectigo or its Affiliates from providing to a third party the same or similar products, services or deliverables as those provided to the Customer pursuant to the Agreement.

18. **Notices**. In any case where any notice or other communication is required or permitted to be given, such notice or communication will be in writing and (a) personally delivered, in which case it is deemed given and received upon receipt or (b) sent by international air courier service with confirmation of delivery to the addresses stated below, in which case it is deemed given and received when delivery is confirmed.

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Notices to Customer: the address stipulated in the Order.
Notices to Sectigo: Unit 7 Listerhills Science Park, Campus Road, Bradford, West Yorkshire, England, BD7 1HR. Copy to legalnotices@sectigo.com

19. **Choice of Law**. Any disputes related to the products and services offered under the Agreement, as well as the construction, validity, interpretation, enforceability and performance of the Agreement, and all claims arising out of or related to the Agreement, including tort claims, shall, (i) if Customer is located in Europe, the Middle East, or Africa, be governed by the laws of England and Wales and shall be brought in the courts sitting in London, England; and (ii) if Customer is located anywhere else in the world, be governed by the laws of the State of New York, United States, and shall be brought in the federal and state courts located in New York. Each party hereby agrees that the applicable courts identified in this Section (Choice of Law) shall have personal and exclusive jurisdiction over such disputes. In the event that any matter is brought in a provincial, state or federal court each party waives any right that such party may have to a jury trial. To the maximum extent permitted by applicable law, the parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not apply to the Agreement.

20. **Force Majeure**. "Force Majeure Event" means any event or circumstance beyond Sectigo's reasonable control, including floods, fires, hurricanes, earthquakes, tornados, epidemics, pandemics, other acts of God or nature, strikes and other labor disputes, failure of utility, transportation or communications infrastructures, riots or other acts of civil disorder, acts of war, terrorism (including cyber terrorism), malicious damage, judicial action, lack of or inability to obtain export permits or approvals, acts of government such as expropriation, condemnation, embargo, designation as a Restricted Country, changes in applicable laws or regulations, and shelter-in-place or similar orders, and acts or defaults of third party suppliers or service providers. In the event that a Force Majeure Event directly or indirectly causes a failure or delay in Sectigo's performance of its obligations under this Agreement, Sectigo shall not be in default or liable for any loss or damages where performance is impossible or commercially impracticable.

21. **No Waiver**. No failure to exercise, no delay in exercising, and no statement or representation other than by any authorized representative in an explicit written waiver, of any right, remedy, or power will operate as a waiver thereof, nor will single or partial exercise of any right, remedy, or power under the Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided in the Agreement, in law, or in equity. The waiver of the time for performance of any act or condition under the Agreement does not constitute a waiver of the act or condition itself.

22. **Successors; Assignment**. Each party agrees that it will not (and neither party has any right to) assign, sell, transfer, or otherwise dispose of, whether voluntarily, involuntarily, by operation of law, or otherwise, the Agreement or any right or obligation under the Agreement without the prior written consent of the other party. Any purported assignment, sale, transfer, delegation or other disposition in violation of this Section (Successors; Assignment) will be null and void. Notwithstanding the foregoing, Sectigo may, without the consent of Customer, assign the Agreement together with all of its rights and obligations under the Agreement (i) to an Affiliate, or (ii) as part of a sale, merger, or other transfer of all or substantially all the assets of the business to which the Agreement relates. Subject to the foregoing limits on assignment and delegation, the Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

23. **No Other Rights Granted**. The rights granted under the Agreement are only as expressly set forth in the Agreement. No other right or interest is or will be deemed to be granted, whether by implication, estoppel, inference or otherwise, by or as a result of the Agreement or any conduct of either party under the Agreement. Sectigo and its licensors expressly retain all ownership rights, title, and interest in the products and services provided by Sectigo (including any modifications, enhancements and derivative works thereof). Any permitted copy of all or part of any item provided to Customer must include all copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy delivered by Sectigo to Customer.

24. **Order of Precedence**. A provision in an Order executed by both parties will prevail over any conflicting provision elsewhere in the Agreement, and, subject to the foregoing, a provision in a Schedule will prevail with respect to the applicable Offering over any conflicting provision in the Agreement.

25. **Entire Agreement**. The Agreement (as defined in Section 1 (Contract Structure and Parties)) and items expressly incorporated into any part of the Agreement form the entire agreement of the parties. All terms and conditions on any purchase orders, supplier registration forms, supplier code of conduct, or similar document issued by

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Customer shall not amend the terms of the Agreement and will be of no force or effect notwithstanding any term or statement to the contrary made in such document. Neither party has entered into the Agreement in reliance upon any representation, warranty, condition or undertaking of the other party that is not set out or referred to in the Agreement.

26. **Amendment**. The Agreement may not be modified except by formal agreement in writing executed by both parties.

27. **Severability**. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any provision of the Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of the Agreement is held to be invalid or otherwise unenforceable in application to particular facts or circumstances: (a) such provision will be interpreted and amended to the extent necessary to fulfill its intended purpose to the maximum extent permitted by applicable law and its validity and enforceability as applied to any other facts or circumstances will not be affected or impaired; and (b) the remaining provisions of the Agreement will continue in full force and effect. For greater certainty, it is expressly understood and intended that each provision that deals with limitations and exclusions of liability, disclaimers of representations, warranties and conditions, or indemnification is severable from any other provisions.

28. **Language.** The definitive version of this Agreement is written in English. If this Agreement is translated into another language and there is a conflict between the English version and the translated version, the English language version controls. If Customer is located in Quebec, the parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English; les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais. Some versions of the Offerings which have been designated as localized or country-specific may nonetheless contain certain components and/or interfaces that are in the English language only.

29. **Interpretation**. The parties agree that the Agreement will be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party, and that ambiguities will not be interpreted against the party that drafted the relevant language. In the Agreement, the words "including", "include" and "includes" will each be deemed to be followed by the phrase "without limitation". The section or other headings in the Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of the Agreement. Any exhibit, document or schedule referred to in the Agreement means such exhibit or schedule as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by the Agreement. References to any statute or regulation mean such statute or regulation as amended at the time and includes any successor statute or regulation. Unless otherwise stated, references to recitals, sections, subsections, paragraphs, schedules and exhibits will be references to recitals, sections, subsections, paragraphs, schedules and exhibits of the Agreement. All dollar amounts in the Agreement are in U.S. currency unless otherwise indicated.