MASTER SERVICES AGREEMENT

Thank you for your interest in the products and services of DigiCert. This Master Services Agreement, together with any appendices, addenda, Order Forms, schedules, and other terms referenced herein (collectively, the "Agreement"), is between you and the applicable DigiCert Contracting Party defined in Section 1 ("DigiCert") and governs your use of DigiCert's products and services presented in connection with this Agreement. The Service Specific Terms are incorporated by reference into this Agreement. If Customer purchases QTSP Services, Customer understands that any QTSP Services are provided by the Affiliate QT3009200946nBT840 G[MA)4(S)-4(TER)125thBT.

subject to Customer's compliance with this Agreement, if Customer has been granted access to the Portal API by DigiCert, then DigiCert hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable, limited license during the ter

within 30 days of the applicable invoice date or such invoice will be deemed accepted. If Customer has purchased the Services through a Procuring Party, the payment terms will be those terms established between Customer and such Procuring Party. If Customer or an applicable Procuring Party does not pay the applicable fees for any Services extended to Customer, then DigiCert may suspend or limit Customer's access to the Portal or Services without notice until full payment is made.

Taxes. DigiCert may charge, and Customer will pay, all applicable federal, state, or local sales or use 3.2. taxes, value added taxes ("VAT"), goods and services taxes ("GST"), and consumption taxes that DigiCert is legally obligated to charge ("Taxes"). All fees charged by DigiCert are exclusive of any Taxes however imposed, e.g., VAT, GST, or consumption taxes, unless such Taxes are stated on the invoice DigiCert provides to Customer. Customer may provide DigiCert an exemption certificate or equivalent information acceptable to the relevant taxing authority. In such case, DigiCert will not charge or collect the Taxes covered by such exemption certificate. If the tax status of Customer were to change from tax-exempt to taxable during the term of this Agreement, Customer shall notify DigiCert of this change within thirty (30) days. If Customer fails to notify DigiCert, then Customer shall be solely responsible for any unpaid Taxes resulting from fees paid to DigiCert. During the term of this Agreement, DigiCert will provide Customer with forms, documents, or certifications as may be required for Customer to satisfy information reporting or withholding tax obligations with respect to payments under this Agreement. Upon DigiCert's receipt of Customer's proof of legally required withholding (which proof must be acceptable in DigiCert's sole discretion), Customer may only deduct or withhold any Taxes that DigiCert and Customer determine Customer is legally obligated to withhold from any amounts payable to DigiCert under this Agreement. Except as stated in this Section 3.2, Customer may not withhold or offset any amount owed to DigiCert for any reason.

4. Intellectual Property Rights; Restrictions.

4.1. <u>DigiCert Intellectual Property Rights</u>. DigiCert and its applicable licensors retain, and Customer will not obtain or claim, any title, interest, or ownership rights in any of DigiCert's products or services, including all software associated with the Portal, the On-Premises Software, any other Services, or techniques and ideas embedded therein; all updates, improvements, enhancements, modifications, copies or derivative works of such products or services or software provided by DigiCert, regardless of who produced, requested, or suggested the updates, improvements, enhancements, copies or derivative works; all Documentation and marketing material provided by DigiCert to Customer; and all of DigiCert's copyrights, patent rights, trade secret rights and other proprietary rights.

4.2. <u>Restrictions.</u> Customer will protect DigiCert's intellectual property, and the value, good will, and reputation associated therewith when accessing or using the Services. Customer will not: (i) attempt to interfere with, or disrupt the operations of, the Services or attempt to gain access to any systems or networks that connect thereto, except as required to access and use the Portal (including the Portal API) as permitted hereunder; (ii) re-engineer, reverse engineer, decompile or disassemble any portion of the Services (except that Customer may decompile the On-Premises Software for the purposes of interoperability only to the extent permitted by and subject to strict compliance under applicable law); (iii) use, copy, modify, or create derivative works of the Services for any purpose other than as expressly permitted herein or inconsistent with the uses contemplated in any Documentation; (iv) transfer, sublicense, rent, lease, sublease, lend, distribute or otherwise make available the Services to any third party other than as expressly permitted herein; (v) use the Services in connection with a service bureau, facility management, timeshare, service provider or like activity whereby Customer operates or uses the Services for the benefit of a third party; (vi) replicate, frame or mirror the Services; (vi

Agreement or Customer's Portal Accounts, or restrict Customer's access to the Services, if DigiCert reasonably believes that Customer is using the Services to post or make accessible any material that infringes DigiCert's or any third party's rights or is in breach of this Agreement. Customer will not use any marketing material or Documentation that refers to DigiCert or its products or services without receiving written prior approval from DigiCert, except as may be set forth in any Service Specific Terms.

4.3. <u>Feedback</u>. If Customer provides DigiCert with any Feedback related to the Services, DigiCert, in its sole discretion, may or may not respond to Feedback or promise to address any Feedback in the development of future features or functionalities of the Services. In the event DigiCert uses Feedback in any way, Customer hereby grants DigiCert an unrestricted, perpetual, worldwide, exclusive, transferable, irrevocable, sublicensable, royalty-free, fully paid-up license to use, copy, modify, create derivative works of, make, have made, distribute (through multiple tiers of distribution), publicly perform or display, import, export, sell, offer to sell, rent, or license copies of the Feedback as part of or in connection with any DigiCert product, service (including the Services), technology, content, material, specification or Documentation. For the avoidance doubt, Customer will not obtain any title, interest, or ownership right to the Services in connection with any Feedback.

4.4. <u>Trademark Usage.</u> Customer agrees that DigiCert may use Customer's name and trademark to perform its obligations under this Agreement and to indicate that Customer is receiving DigiCert's Service, provided that such use would not foreseeably diminish or damage Customer's rights in any of its trademarks, create a

obligations Customer may have under those open source or free software licenses and DigiCert makes no promises or guarantees related to such third-party software.

5.3. Third Party Content. The Services may contain features or functions that enable interoperation with Third-Party Content that Customer, in its sole discretion, chooses to use in connection with a Service. Customer may be required to obtain access to such Third-Party Content from the respective providers, and Customer may be required to grant DigiCert access to Customer's accounts with such providers to the extent necessary for DigiCert to allow the interoperation with the Services. By requesting or allowing DigiCert to enable access to such Third-Party Content in connection with the Services, Customer represents and warrants that it is authorized under the provider's terms to allow such access. If Customer installs or enables (or directs or otherwise authorizes DigiCert to install or enable) Third-Party Content for use with the Services where the interoperation includes access by the third-party provider of Customer Content or Customer's Confidential Information, Customer hereby authorizes DigiCert to allow the provider of such Third-Party Content to access Customer Content or Customer's Confidential Information as necessary for interoperation. Customer agrees that DigiCert is not responsible or liable for disclosure, modification, or deletion of Customer Content resulting from access to Customer Content by such Third-Party Content, nor is DigiCert liable for any damages or downtime that Customer may incur or any impact on Customer's experience of the Services, directly or indirectly, as a result of Customer's use of or reliance on any Third-Party Content, sites or resources.

6. Confidentiality.

6.1. <u>Definition</u>. $(a^{\circ} \bigoplus_{i=1}^{n} a^{\circ} \bigoplus_{i=1}^{n} e^{\circ} \bigoplus_$

6.2. <u>Exclusions</u>. Confidential Information does not include information that: (i) was lawfully known or received by the receiving party prior to disclosure; (ii) is or becomes part of the public domain other than as a result of a breach of this Agreement; (iii) was disclosed to the receiving party by a third party, provided such third party, or any other party from whom such third party receives such informa

7.1. <u>Term</u>. This Agreement is effective upon the Effective Date and will remain in effect unless earlier terminated in accordance with this Agreement.

7.2. <u>Termination</u>. Either party may terminate this Agreement immediately if the other party: (i) materially breaches this Agreement (including any appendices, addenda, Order Forms, schedules and other terms

limitation, in a manner that might be illegal or harmful to any person or entity; and (4) does not include, distribute, share, or facilitate the distribution of Malicious Code.

8.2. DISCLAIMERS. OTHER THAN AS PROVIDED IN SECTION 8.1, THE SERVICES, AND ANY RELATED

remainder of the term after the effective date of termination. This section states DigiCert's sole liability with respect to, and Customer's exclusive remedy against DigiCert or its Affiliates, for any claim that the use of the Services as permitted under this Agreement infringes or misappropriates a third party's intellectual property rights.

8.5. <u>Customer Indemnity</u>. Customer will indemnify, defend and hold harmless DigiCert and DigiCert's employees, officers, directors, shareholders, Affiliates, and assigns (each a "DigiCert Indemnified Party", and together with the Customer Indemnified Parties, the "Indemnified Parties") from and against all third party claims and all related liabilities, damages, and costs, including reasonable attorneys' fees, arising from (a) Customer's breach of this Agreement; (b) Customer's online properties for which DigiCert provides Services hereunder, or the technology or content embodied therein or made available through such properties; (c) DigiCert's access or use in compliance with this Agreement of any Customer Content or any other information, systems, data or materials provided by or on behalf of Customer to DigiCert hereunder, (d) Customer's failure to protect the authentication mechanisms used to secure the Portal or a Portal Account; (e) Customer's modification of a DigiCert product or service or combination of a DigiCert product or service with any product or service not provided by DigiCert; (f) an allegation that personal injury or property damage was caused by the fault or negligence of Customer; (g) Customer's failure to disclose a material fact related to the use or issuance of the Services; or (h) an allegation that the Customer, or an agent of Customer, used DigiCert's Services to

8.6. Indemnity Obligatio



9.2. Entire Agreement. This Agreement, along with all

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9.13. <u>Severability</u>. The invalidity or unenforceability of any provision of this Agreement, as determined by a court or administrative body of competent jurisdiction, will not affect the validity or enforceability of the remainder of this Agreement, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

9.14. <u>Rights of Third Parties</u> Except as stated in the Service Specific Terms or Section 2.4, no third parties have any rights or remedies under this Agreement.

9.15. <u>Interpretation</u>. 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.