DigiCert, Inc. Email Certificate Subscriber Agreement

Please read this document carefully before proceeding. You must not apply for, accept, or use a DigiCert-issued Email Certificate or any Service provided by DigiCert before reading and accepting the terms of this Subscriber Agreement and reading and understanding the DigiCert Certificate Policy and Certification Practice Statement (CP/CPS) located at http://www.digicert.com/ssl-cps-repository.htm. In any event you will be deemed to have accepted the terms of this Agreement and the CP/CPS if you in any way use a DigiCert-issued Email Certificate.

BEFORE APPLYING FOR, ACCEPTING, OR USING AN EMAIL CERTIFICATE YOU MUST READ AND ACCEPT THE TERMS OF THIS "SUBSCRIBER AGREEMENT". IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE A DIGICERT EMAIL CERTIFICATE.

1 Application of Terms
1.1 The terms and conditions set out in this Agreement govern the relationship between you (the "Subscriber") and DigiCert, Inc. ("DigiCert") with regard to your use of the Certificate.
1.2 By being the Subscriber of a Certificate, you consent to the terms and conditions in this Agreement and are deemed to have read and understood the CP/CPS.

2 Definitions
2.1 In this Agreement the following terms and expressions shall have the following meanings:

2.1.1 "Business Day" means Monday to Friday inclusive, excluding any days on which the banks in the State of Utah are closed for business;

2.1.3 "CP/CPS" means the combined Certificate Policy and Certification Practice Statement released by DigiCert as amended from time to time (currently version 3.0x);

2.1.4 "CRL" means DigiCert's certificate revocation list;

2.1.5 "Digital Certificate" means an encrypted electronic data file (conforming to the X509 version 3 ITU-T standard) issued by DigiCert in order to identify a person or entity or to provide SSL encryption using a Digital Signature and which contains the identity of the person or entity authorized to use the Digital Signature and a copy of their Public Key, a serial number, a time period during which the Digital Certificate may be used and a Digital Signature created by DigiCert.

2.1.7 "Digital Signature" means an encrypted electronic data file attached to or logically associated with other electronic data and which identifies and is uniquely linked to the signatory of the electronic data, is created using means that the signatory can maintain under its sole control, and is linked in a way so as to make any subsequent changes that have been made to the electronic data detectable;

2.1.8 "Force Majeure Event" means any circumstances beyond the reasonable control of DigiCert including without prejudice to the generality of the foregoing any natural disaster, act or regulation of any governmental or supra-national authority, lack or

shortage of materials supplied by a third party (other than where such circumstances arise due to lack of reasonable planning), war or natural emergency, accident, epidemic, fire or riot;

2.1.10 "Private Key" means a confidential encrypted electronic data file designed to interface with a Public Key using the same encryption algorithm and which may be used to create Digital Signatures, encrypt and decrypt files or messages and provide proof of identities to access secure websites;

2.1.11 "Public Key" means a publicly available encrypted electronic data file designed to interface with a Private Key using the same encryption algorithm and which may be used to verify Digital Signatures, encrypt and decrypt files or messages and verify identities to access secure websites;

2.1.12 "Subscriber" means a person who is issued a Digital Certificate signed by DigiCert and who has entered into this Subscriber Agreement;

2.1.13 "Subordinate Certification Authority" means DigiCert or any third party appointed by DigiCert to act as a certification authority;

2.2   In this Agreement unless otherwise specified:

2.2.1 references to clauses and schedules are to clauses of, and schedules to, this Agreement;

2.2.2 use of any gender includes the other genders;

2.2.3 references to a "person" shall be construed so as to include any individual, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association, partnership or limited partnership (whether or not having separate legal personality);

2.2.4 a reference to any statute or statutory provision or regulations shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

2.2.5 any reference to a "day" (including within the phrase "Business Day") shall mean a period of 24 hours from midnight to midnight;

2.2.6 subject to clause 16, references to "indemnifying" any person against any circumstance include indemnifying and keeping him harmless from all actions, claims and proceedings from time to time made against him and all loss, damage, payments, cost or expenses suffered made or incurred by him as a consequence of that circumstance;

2.2.7 a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented (other than in breach of the provisions of this Agreement) at any time;

2.2.8 headings and titles are for convenience only and do not affect the interpretation of this Agreement;

2.2.9 general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and

2.2.10 references to "$" are to US Dollars and reference to any amount in such currency shall be deemed to include reference to an equivalent amount in any other currency.

3 Subscriber Obligations
3.1 Subscriber agrees to do the following:

• To generate a secure private / public key pair to be used in association with the certificate request submitted to DigiCert.
• Ensure that the public key submitted to DigiCert is the correct one and corresponds with the private key used.
• Provide correct and accurate information in communications with DigiCert and alert DigiCert if any information originally submitted has changed since it was submitted to DigiCert.
• Read, understand and agree with all terms and conditions in the CP/CPS and associated policies published in the DigiCert Repository at http://www.digicert.com/ssl-cps-repository.htm.
• Use DigiCert certificates for legal and authorized purposes in accordance with the CP/CPS.
• Cease using the certificate if any information in it becomes misleading, obsolete or invalid.
• Cease using the certificate if it is expired and remove it from any applications and/or devices it has been installed on.
• Make reasonable efforts to prevent the compromise, loss, disclosure, modification, or otherwise unauthorized use of the private key corresponding to the public key published in a DigiCert certificate.
• Request the revocation of a certificate in case of any occurrence that might materially affect the integrity of the certificate.
• Be responsible for the acts and omissions of anyone you entrust to generate, retain, escrow, or destroy your private keys

3.2 Subscriber is hereby prohibited from:

• Using the certificate or corresponding key pair for the purpose of fraud, terrorism, or any other illegal activity; and

• Using the Certificate for use as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage.

3.3 Without limiting other Subscriber obligations stated herein and in the CP/CPS, You are solely liable for any misrepresentations you make to DigiCert or in the certificate to

third parties who reasonably rely on the representations contained therein. Upon accepting a certificate, you represent to DigiCert and to Relying Parties that at the time of acceptance and until further notice:

• Transactions effectuated using the private key corresponding to the public key included in the certificate are the acts of Subscriber and that the certificate has been accepted and is properly operational at that time and until further notice to DigiCert.
• Subscriber retains control of Subscriber's private key, uses a trustworthy system, and takes reasonable precautions to prevent its loss, disclosure, modification, or unauthorized use and that no unauthorized person has ever had access to the Subscriber's private key.
• All representations made by the Subscriber to DigiCert regarding the information contained in the certificate are accurate and true to the best of the Subscriber's knowledge or to the extent that the Subscriber receives notice of such information, the Subscriber shall act promptly to notify DigiCert of any material inaccuracies contained in the certificate.
• The certificate is used exclusively for authorized and legal purposes, consistent with this Agreement and the CP/CPS, and that the Subscriber will use the certificate only as the individual identified in the Common Name field of the certificate.
• The Subscriber agrees with the terms and conditions of the CP/CPS and other agreements and policy statements of DigiCert.
• The Subscriber abides by the laws applicable in his/her country or territory including those related to intellectual property protection, fair trade practices and computer fraud and abuse,
• The Subscriber complies with all export laws and regulations for dual usage goods as may be applicable.

4 DigiCert Obligations
DigiCert agrees to:

• Comply with its CP/CPS and its internal or published policies and procedures.
• Comply with applicable laws and regulations.
• Provide infrastructure and certification services, including but not limited to the establishment and operation of the DigiCert Repository and web site for the operation of PKI services.
• Provide trust mechanisms, including a key generation mechanisms, key protection, and secret sharing procedures regarding its own infrastructure.
• Provide prompt notice in case of compromise of its private key(s).
• Provide and validate application procedures for the various types of certificates that it may make publicly available.
• Issue digital certificates in accordance with its CP/CPS and fulfill its obligations presented therein.
• Provide support to Subscribers and Relying Parties as described in its CP/CPS.
• Revoke certificates according to its CP/CPS.
• Provide for the expiration and renewal of certificates according to its CP/CPS.
• Make available a copy of its CP/CPS and applicable policies to requesting parties.
• Warrant the accuracy of information published on a Qualified Certificate issued pursuant to the requirements of the European Directive 99/93.

• Warrant that the signatory held the private key at the time of issuance of a certificate issued pursuant to the requirements for Qualified Certificates as in the European Directive 99/93.

5 Amendments to the CPS
DigiCert reserves the right to amend any section of the CP/CPS at any time without prior notice to the Subscriber, including without limitation, the section of the CP/CPS that sets all the validation procedures for Digital Certificates.

6 Exclusion of Warranties
Save as expressly provided under this Agreement all other warranties either expressed or implied are hereby excluded to the fullest extent permissible by law.

7 Termination
This Agreement shall commence on the date hereof and shall continue in force until the Certificate expires or is revoked.

8 Consequences of Termination
If this Agreement is terminated by DigiCert in accordance with clause 20 below, Subscriber shall not, from the date of such termination use, access or rely on the Digital Certificate that was issued or any Services provided by DigiCert that are related to that Certificate, and DigiCert's obligations under this Agreement shall cease.

9 Limitation of Liability
9.1 Nothing in this Agreement shall exclude or limit either party's liability:

9.1.1 for death or personal injury resulting from the negligence of such party or its directors, officers, employees, contractors or agents (if any); or

9.1.2 in respect of fraud or of any statements made fraudulently by such party.

9.2 Subject to clause 9.1, DigiCert shall not be liable to Subscriber whether in contract (including under any indemnity or warranty), in tort (including negligence), under statute or otherwise for any loss of profit, loss of revenue, loss of anticipated savings, loss or corruption of data, loss of contract or opportunity or loss of goodwill whether that loss is direct, indirect or consequential and if DigiCert shall be liable to the Subscriber in contract (including under any indemnity or warranty), in tort (including negligence), under statute or otherwise, DigiCert's maximum liability to the Subscriber for SSL Certificates shall be limited to the amount paid by the Subscriber to DigiCert.

9.3 The parties acknowledge and agree that the limited warranty and limited liability set forth in this clause 9 are fundamental terms of this Agreement and are fair and reasonable having regard to the relationship between the parties and the benefits received by the Subscriber and obligations imposed on DigiCert under this Agreement and that without these limitations DigiCert would not provide Email Certificates.

10 Force Majeure
DigiCert shall not be liable for any breach of its obligations under this Agreement resulting from a Force Majeure Event.

11 Waiver
The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

12 Notices
12.1 Notices to DigiCert
Any notice, request, instruction or other document to be given to DigiCert under this Agreement shall be delivered or sent by first class mail or by facsimile transmission (such facsimile transmission notice to be confirmed by letter posted within 12 hours) to the address or to the facsimile number of DigiCert set out in this Agreement (or such other address or numbers as may have been notified to the Subscriber in writing) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by mail) upon the expiration of 48 hours after posting or (if sent by facsimile transmission) upon the expiration of 12 hours after dispatch. The address for DigiCert, Inc. is 333 South 520 West, Lindon, Utah 84042, Tel: 801-805-1620, Fax: 801-705-0481 to be marked for the attention of the DigiCert Legal Department.

12.2 Notices to Subscriber
Any notice, request, instruction or other document to be given to the Subscriber under this Agreement shall be given via email to the email address provided by Subscriber or may be posted on DigiCert's website, situated at www.DigiCert.com in the Legal Repository and shall be deemed to have been served at the time of entry of the notice on DigiCert's website.

13 Invalidity and Severability
If any provision of this Agreement (not being of a fundamental nature to its operation) shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this agreement, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

14 Entire Agreement
This Agreement and all documents referred to herein contain the entire and exclusive agreement and understanding between the parties on the subject matter contained herein and supersede all prior agreements, understandings and arrangements relating thereto.

15 Assignment
Neither party may assign or transfer or purport to assign or transfer a right or obligation under this Agreement without first obtaining the other party's written consent. Notwithstanding the foregoing, DigiCert may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets.

16 Variation
16.1 Any variations to this Agreement required by law shall take effect immediately.
16.2 Subject to Clause 16.1, DigiCert may vary any term of this Agreement at any time on the provision of twenty (20) Business Days written notice to the Subscriber of the variation.

17 Governing Law and Jurisdiction
This Agreement and all matters arising from or connected with it, are governed by and shall be construed in accordance with the laws of the State of Utah, and the parties hereby submit to the non-exclusive jurisdiction of the Utah courts.

18 Export
You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your Certificate, to any country in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, but is not limited to, the export regulations of the United States of America (the "United States"). Specifically, you shall not download or otherwise export or re-export the Certificate to (i) a national or resident of Cuba, Iran, Sudan, North Korea, Syria, or any other country where such use is prohibited under United States export regulations, or (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Denial Orders. You agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

19 General Compliance with Laws
You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the certificate. DigiCert may immediately revoke your certificate if you engage in any activity contrary to any applicable statutes, ordinances and regulations governing your Internet activity.

20 Breach
We may immediately issue a warning or revoke your certificate and terminate this Agreement if any of your actions breach this agreement or if we are unable to verify any information you provide to us.

21 Obligations Upon Revocation or Expiration
In the event that your certificate is revoked for any reason, you agree to cease any further use of the Certificate.

22 Expiration
Your Certificate will automatically expire one, two or three year(s) from the date of its issuance (depending on which option you choose). Upon the expiration of your Certificate, you agree to no longer use the Certificate for any purpose.

23 Refusal
DigiCert has the right to refuse any application for any reason. This includes any application which DigiCert determines might damage its reputation and/or integrity of its products and services.

24 Indemnity

You agree to release, indemnify, defend and hold harmless DigiCert and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (a) the breach of your warranties, representations and obligations under this Subscriber Agreement, (b) falsehoods or misrepresentations of fact by you during the application process, (c) any intellectual property or other proprietary right of any person or entity, (d) failure to disclose a material fact during the certificate application process if the misrepresentation or omission was made negligently or with intent to deceive any party, or (e) failure to protect the private key, or use a trustworthy system, or to take the precautions necessary to prevent the compromise, loss, disclosure, modification or unauthorized use of the private key under the terms of this Subscriber Agreement. When DigiCert is threatened with suit or sued by a third party, DigiCert may seek written assurances from you concerning your promise to indemnify DigiCert, your failure to provide those assurances may be considered by DigiCert to be a material breach of this Subscriber Agreement. DigiCert shall have the right to participate in any defense by you of a third-party claim related to your use of any DigiCert services, with counsel of our choice at your own expense. You shall have sole responsibility to defend DigiCert against any claim, but you must receive DigiCert's prior written consent regarding any related settlement. The terms of this paragraph will survive any termination or cancellation of this Subscriber Agreement.

This Subscriber Agreement was last updated on 28 April 2007.