

These Digital Certificates Terms of Use (“

QTSP (whether acting in its capacity as a QTSP or otherwise) or an affiliate entity are available at <https://www.quovadisglobal.com/repository>.

The lifecycle of an issued Certificate depends on the selection made by Customer when ordering the Certificate, the requirements in the CPS, and the intended use of the Certificate. DigiCert may modify Certificate lifecycles for unissued Certificates as necessary to comply with requirements of: (i) the Ai) annn: (i)ncyInd teome-4.6(tA)cess

Customer misused, damaged, or modified the Certificate, (ii) Customer did not promptly report the Defect to DigiCert, or (iii) Customer has breached any provision of the Agreement.

Customer acknowledges that the Relying Party Warranty is only for the benefit of Relying Parties. “

” means a warranty offered to a Relying Party that meets the conditions found in the Relying Party Agreement and Limited Warranty posted on DigiCert’s website at <https://www.digicert.com/legal-repository>. The Relying Party Warranty for Certificates issued from a QTSP or a DigiCert affiliate is posted at <https://www.quovadisglobal.com/repository>. Customer does not have rights under the Relying Party Warranty, including any right to enforce the

- k. monitor, interfere with or reverse engineer the technical implementation of the DigiCert systems or software or otherwise knowingly compromise the security of the DigiCert systems or software;
- l. submit Certificate information to DigiCert that infringes the intellectual property rights of any third party; or
- m. intentionally create a Private Key that is substantially similar to a DigiCert or third-party Pri.3 (ar)10.4 (t)6.7 (y)3.9p2.

Relying Parties and Application Software Vendors are express third-party beneficiaries of Customer's obligations and representations related to the use or issuance of a Certificate. The Relying Parties and Application Software Vendors are not express third party beneficiaries with respect to any DigiCert software.

This Section 23 only applies if Customer purchases a dedicated Root Certificate and/or Intermediate Certificate for the issuance of Private Certificates or publicly-trusted Certificates as specified in an Order Form.

- a. **Creation.** Within 60 days after receiving applicable payment pursuant to the Agreement and the information required by DigiCert to create the Root Certificate and/or Intermediate Certificate as described in subsection (b) below, DigiCert will create a Root Certificate and/or an Intermediate Certificate for issuing (i) non-publicly trusted Certificates through the Portal or (ii) publicly-trusted Certificates as specified in an Order Form. A " " means a Certificate that is not embedded in any trust store. A " " means a self-signed Certificate that is stored in a secure off-line state and used to issue other Certificates. " " means a Certificate that is signed by a Private Key corresponding to a Root Certificate and that is used to issue Certificates for use by Customer.
- b. **Contents.** DigiCert and Customer will work together in good-faith to determine the appropriate contents of the Root Certificate and/or Intermediate Certificate. Customer must provide DigiCert with all information required by DigiCert for the creation of the Root Certificate and/or Intermediate Certificate within twelve (12) months of concluding an agreement for the creation of that Root Certificate and/or Intermediate Certificate. If Customer fails to provide all required information within that time frame, Customer will forfeit the right to request the Root Certificate and/or Intermediate Certificate and DigiCert will retain any fees paid for the creation of the Root Certificate and/or Intermediate Certificate. After an Intermediate Certificate is created, Customer may not modify the contents of such Intermediate Certificate but may create as many identical copies of the Intermediate Certificate as needed. Intermediate Certificates have a set ten-year lifecycle, after which they expire without renewal. Customer is responsible for ensuring that all Certificates issued from an Intermediate Certificate expire at least two years prior to the expiration of the Intermediate Certificate. DigiCert has the right to revoke any Certificates issued from the Intermediate Certificates that are still valid within two years of the expiration of the Intermediate Certificate.
- c. **Ownership.** DigiCert retains sole ownership of the Intermediate Certificate but, except as otherwise provided herein, will use the Intermediate Certificate issued in connection with this Agreement solely in accordance with the instructions provided by Customer through the Portal. Customer may generate copies of the Intermediate Certificate and distribute copies of the Intermediate Certificate to its own end users and customers.
- d. **Hosting.** DigiCert will host the Intermediate Certificate's Private Key in DigiCert's secure PKI systems. Customer may not remove o

provided by DigiCert; or (v) use the Intermediate Certificate if Customer has reason to believe that the Intermediate Certificate's Private Key was compromised.

OR CONDITION OF TITLE, QUIET ENJOYMENT, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SERVER SOFTWARE.

- c. **Exclusion of Certain Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVER SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SERVER SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SERVER SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY OF THESE SERVICE DESCRIPTION TERMS AND CONDITIONS, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MICROSOFT, AND EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- d. **Server Software Requirements.** Customer may use only one (1) copy (unless otherwise specified in the applicable Order) of the Server Software provided hereunder as specified in the documentation accompanying this software, and only to interoperate or communicate with native Microsoft Windows 2000 Professional , Windows XP Home or Professional, or Vista client operating systems (or any successors thereto). Customer may not use the Server Software on a Personal Computer under any circumstances. For purposes of the foregoing, a “ ” means any computer configured so that its primary purpose is for use by one person at a time and that uses a video display and keyboard.
- e. **Third Party Beneficiary.** Notwithstanding any inconsistent terms of the Agreement, Customer hereby agrees that Microsoft Corporation, as a licensor of intellectual property included in the Server Software, is intended to be a third party beneficiary of the terms and conditions of this Section 26

- i. **Windows CAL Requirement.** Customer must acquire and dedicate a separate Windows CAL for each user that is accessing or using, either directly or through or from a Multiplexing Device, services provided by the Server Software or any Other Authenticated System. A “ ” means (a) a Windows Device Client Access License (“ ”), or a Windows User CAL, in either case for a Microsoft Windows Server 2003 (Standard Edition,

Notification Tools; and (4) you will indemnify, defend and hold harmless DigiCert against third-party claims, government regulatory action or fines, and all liabilities, damages and costs, including reasonable attorney fees arising from your use of the Notification Tools or the contents of any Communication you send using the Notification Tools.

The Certificate Terms of Use survive the termination of the Agreement until all Certificates issued expire or are revoked.