

DIGICERT PURCHASING TERMS AND CONDITIONS

1. Definitions .

"Agreement" means BDC ,th1 or use taxes.

"Work Product " has the meaning ascribed to it in Section 9.1.

2. SERVICES STATEMENT OF WORK

2.1 Services. Service Provider will provide Services to DigiCert in accordance with the terms and conditions of this Agreement. Service Provider will provide all equipment, software and supplies required to perform the Services.

2.2 Statement of Work . A Purchase Order is effective if Service Provider (a) signs and returns it to DigiCert; (b) begins performance; or (c) acknowledges it by email or any other commercially reasonable means. Service Provider will, at no cost to DigiCert, promptly and satisfactorily correct any Services or Work Product found to be defective or not in conformity with the requirements of this Agreement and the applicable Purchase Order.

2.3 On-Site Services. If Service Provider provides Services on DigiCert premises, Service Provider will (a) abide by all DigiCert rules, policies, and procedures regarding such matters as safety, security, health, environmental and hazardous material management, misconduct, physical aggression, harassment and theft; and (b) at DigiCert's request, remove and promptly replace any Personnel performing Services who behave in a manner that is unlawful or inconsistent with any DigiCert rule.

2.4 Payment; Records. DigiCert will pay Service Provider as provided in the Purchase Order. Service Provider is entitled to no other compensation or reimbursement for the Services. Service Provider will, in

benefit. Service Provider agrees to indemnify, defend and hold DigiCert harmless from any loss in the event that Service Provider's status as an independent contractor is challenged, or if a taxing authority disallows Service Provider's independent contractor status and/or services taxes from DigiCert that are obligations of Service Provider's employees, and/or Service Provider's contractors. Service Provider will be responsible for the payment thereof, without cause and/or without the occurrence of default, by giving at least 30 days prior written notice to Service Provider. Upon any such termination, DigiCert will only be liable to pay for Services performed and incurred prior to expiration or termination; provided that the fee set forth in the Purchase Order is a fixed fee. DigiCert will pay the fee to the extent the Services in the Purchase Order is complete. Service Provider

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Services or delegate any of its obligations under this Agreement or any SOW without the prior written consent of DigiCert. If DigiCert so consents, Service Provider will ensure that any such subcontractors bound to the terms of this Agreement (402301e)91829)w-i

