DigiCert

1. **Definitions**

In this section:

(a) **Affiliate** means, in relation to DigiCert, any entity that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement;

(b) **Confidential Information** means any information, documentation, system, or process disclosed by DigiCert or the Customer that is: (i) designated as confidential (or a similar designation) at the time of disclosure; (ii) disclosed in circumstances of confidence; or (iii) understood by the parties, exercising reasonable business judgment, to be confidential;

(c) **Customer Content** means any data, information and other content transmitted by Customer via the Services to DigiCert;

(d) **DigiCert** means DigiCert Ireland Limited, a private company limited by shares registered in Ireland under registration number 609653 and whose registered office is situated at Block 21, Beckett Way, Park West Business Park, Dublin 12, D12 C9YE, Ireland;

(e) **Documentation** means the online documentation and user instructions published by DigiCert to end users on DigiCert's website, such as docs.digicert.com, as may be updated by DigiCert from time to time;

(f) **Portal** means the account management interfaces, portals and related application programming interfaces to facilitate the management of Services provided by DigiCert;

(g) **Services** means trust products, software, and services provided by DigiCert;

(h) **Third-Party Content** means information, data, technology, or materials made available to Customer by any third party that Customer licences and adds to the Services or directs DigiCert to install in connection with the Services. Third-Party

Content includes but is not limited to Third-Party Extensions, web-based or offline software applications, data service, or content that is provided by third parties; and

(i) **Third-Party Services** means third-party services and websites.

2. Licence

The Customer receives a non-exclusive, non-transferable, non-sublicensable, revocable, limited licence during the Services Term to install, use and make calls to and from such Portal application programming interface solely for the purpose of facilitating Customer's use of the Portal (and its tools and functionalities) directly from Customer's internal systems.

3. Restrictions

Customer will not:

(a) 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 application programming interface);

(b) 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);

(c) 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;

(d) transfer, sublicense, rent, lease, sublease, lend, distribute or otherwise make available the Services to any third party other than as expressly permitted herein;

(e) 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;

(f) replicate, frame or mirror the Services;

(g) remove, erase or tamper with any copyright or other proprietary notice encoded or recorded in the Services;

(h) introduce into the Services any computer virus, malware, software lock or other such harmful program or data which destroys, erases, damages or otherwise disrupts the normal operation of the Services or allows for unauthorised access to the Services;

(i) access, or allow another party to access or use, the Services for any benchmarking purposes or to develop or improve a product or service that competes with DigiCert;

(j) impersonate or misrepresent Customer's affiliation with any entity;

(k) scan a DigiCert IP address (including through automated means) without obtaining DigiCert's prior written consent; or

(l) encourage or authorise a third party to do any of the foregoing.

4. Third-Party Services

The Customer acknowledges that its use of a Third-Party Service is at its own risk and may be subject to additional terms and conditions applicable to that Third-Party Service (such as licence terms of the providers of such Third-Party Service).

5. Third-Party Content

If Customer installs or enables (or directs or otherwise authorises 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 authorises DigiCert to allow the provider of such Third-Party Content to access Customer Content or Customer's Confidential Information as necessary for interoperation.

6. Use of Confidential Information

(a) Customer will keep confidential all Confidential Information it receives from DigiCert or its Affiliates and will protect all Confidential Information against disclosure using a reasonable degree of care.

(b) Customer may disclose Confidential Information to its contractors if the contractor is contractually obligated to confidentiality provisions that are at least as protective as those contained in the CTP Terms in relation to the Services. If Customer is compelled by law to disclose Confidential Information of the disclosing party, Customer may

disclose such Confidential Information that it is advised by its legal counsel is legally required, but only after using reasonable efforts to:

(i)   seek confidential treatment for the Confidential Information; and

(ii)   send sufficient prior notice to DigiCert or its Affiliates to allow them to seek protective or other court orders and reasonably cooperates with such attempts by DigiCert or its Affiliates.

7.   Cooperation with audit

(a) Customer shall maintain and use systems and procedures that allow it to accurately track, document, and report its installations, deployment, access of or provision of access to, or operation of each Service in the quantities and versions used and allow DigiCert or its designated contractors to audit such items (the "**Audit**").

(b) Customer shall provide its full cooperation and assistance with an Audit and provide access to the applicable records and systems to verify compliance.

(c) If an Audit indicates that Customer's use of the Services exceeds the Customer's entitlement under this Proposal or is otherwise not in compliance with the scope of the licence granted ("**Overuse**") then Customer may be required to pay for all Overuse quantities.