

**GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions are incorporated into, and constitute part of, the Reseller Agreement executed by Reseller and Sectigo, which governs Reseller's sale of Sectigo's Subscription Services.

**1. General.**

1.1. **Grant of Rights.** Subject to the terms and conditions herein, Sectigo grants Reseller a world-wide, limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term to market, sell, and use Sectigo's APIs to facilitate the sale of the Subscription Services identified in Schedule 1 to Reseller's customers. Sectigo may modify or discontinue any Subscription Service after notifying Reseller. Sectigo retains all rights not expressly granted to Reseller in the Subscription Services.

1.2. **Limitations and Restrictions.** Reseller shall not, and will not permit any third party to: (i) make any representation, warranty, or guarantee about a Subscription Service on behalf of Sectigo, other than those contained in Sectigo's published documentation; (ii) impersonate or misrepresent its, or a Subscriber's, affiliation with any entity; (iii) register or attempt to register any trademark that is identical to, or confusingly similar to, any Sectigo trademark or any trademark that incorporates any Sectigo trademark; or (iv) copy, reverse engineer, decompile, disassemble, or translate any APIs or documents provided by Sectigo (v) use a Subscription Service to 1) engage in conduct that is offensive, abusive, contrary to public morality, indecent, defamatory, obscene, or menacing, 2) breach the confidence of a third party, 3) cause Sectigo or a third party distress, annoyance, denial of any service, disruption or inconvenience, 4) send or receive unsolicited bulk correspondence or 5) create a Private Key that is substantially similar to a Sectigo or third party's Private Key; (vi) upload or distribute any files or software that may damage the operation of another's computer; (vii) interfere with the proper functioning of the Sectigo website or with any transactions conducted through the Sectigo website; or (viii) take any action that imposes an unreasonably or disproportionately large load on Sectigo's infrastructure.

1.3. **Registration.** The licenses granted to Reseller are contingent upon Sectigo's successful validation of Reseller. Reseller authorizes Sectigo to carry out a background check, a credit check, or both as part of the validation process. Reseller shall provide any additional information reasonably requested by Sectigo. Reseller shall promptly update all information provided to Sectigo as the information changes. If Reseller cannot be validated to Sectigo's satisfaction, Sectigo may terminate this Agreement without liability with notice to Reseller.

1.4. **Account.** Sectigo shall create an account that Reseller may use to order Subscription Services (the "Account"). Access to the Account is Confidential Information, and Reseller shall not allow any third party to access the Account. Reseller shall be responsible for any Subscription Services ordered through the Account, regardless of whether use of the Account was authorized by Reseller.

1.5. **Non-exclusive.** All rights granted to Reseller herein are non-exclusive. Sectigo may appoint other distributors for its Subscription Services and may sell the Subscription Services directly, without incurring any obligation for commission or compensation to Reseller.

1.6. **Subscriber Agreement.** In order to receive the Subscription Services, each Subscriber must execute, electronically or in writing, a Subscriber Agreement applicable to the ordered Subscription Services. Such Subscriber Agreement is between Sectigo and the Subscriber only. Reseller shall not be considered a party to the Subscriber Agreement. Sectigo may refuse to provide the Subscription Services to any Subscriber failing to execute a Subscriber Agreement. Subscriber Agreements are available through the Repository and Account interface. Sectigo may update Subscriber Agreements by posting the updated Subscriber Agreement to the Repository.

1.7. **Reporting of Errors.** Reseller shall document and immediately report to Sectigo any errors or malfunctions associated with the Subscription Services. Reseller shall assist Sectigo in rectifying any errors or malfunctions in the Subscription Services upon Sectigo's reasonable request.

1.8. **Support.** Sectigo shall provide standard Sectigo branded customer and technical support to Reseller at no extra charge.

**2. Certificates.** This section is applicable only when Certificates are included in Schedule 1.

2.1. **Non-EV Certificate Validation.** Reseller shall assist Sectigo in the validation of each non-EV Certificate and TrustLogo ordered through the Account. Sectigo shall issue the Subscription Services for all fully validated orders. Reseller shall cooperate with Sectigo in validating Certificates and use Sectigo's DCV system for domain validation. When validating orders for Reseller, Sectigo shall follow the validation process outlined in the CPS.

2.2. **EV Certificate Validation.** Sectigo shall validate and issue all EV Certificates in accordance with the EV Guidelines. Reseller and Subscribers must comply with the EV Guidelines and CPS at all times when using EV Certificates. Reseller

acknowledges that the EV Guidelines are subject to change without notice. If an EV Certificate applicant cannot be validated by Sectigo, Sectigo shall issue Subscriber a different Certificate instead of the ordered EV Certificate and shall adjust the price charged to Reseller accordingly.

2.3. **Certificate Lifecycle.** Certificates may be ordered for lifecycles permitted in Sectigo's CPS or industry standards. Reseller may renew expiring Certificates for successive one (1) year life cycles after revalidating the Certificate information. Sectigo may modify Certificate life cycles at any time.

2.4. **Relying Party Warranty.** Reseller is not a Relying Party and may not make a claim under a Relying Party Warranty.

2.5. **TrustLogos for Certificates.** When revoking a Certificate, Sectigo shall also revoke any TrustLogo issued to the same site. Sectigo may deny access to the Subscription Services for any Subscriber who (i) modifies a TrustLogo, (ii) displays the TrustLogo in a way that is misleading, infringing, disparaging, or otherwise objectionable to Sectigo, (iii) uses the TrustLogo in a way that impairs Sectigo's intellectual property rights; or (iii) uses the TrustLogo to represent that Sectigo guarantees a non-Sectigo product or service. All TrustLogos remain the sole property of Sectigo.

2.6. **Revocation.** Sectigo may revoke Certificates for the reasons described in the Sectigo CPS, the EV Guidelines, and the relevant Subscriber Agreement. In addition, Sectigo may revoke any Certificate if Sectigo reasonably believes that: (i) a Subscriber requests revocation of one of its Certificate; (ii) the original Certificate request was not authorized, and authorization is not retroactively granted; (iii) Confidential Information related to the Certificate is misused or compromised or may be disclosed if the Certificate is not revoked; (iv) Reseller violates any of its material obligations under this Agreement; (v) Reseller has used the Account or the Subscription Services contrary to industry standards, law, rule, or regulation; (vi) the Certificate is being used, directly or indirectly, to engage in illegal or fraudulent activity; (vii) inaccurate or incomplete information is present in the Certificate; (viii) the Certificate was not issued in accordance with the applicable validation guidelines and policies or was issued as a result of fraud or negligence; (ix) Sectigo's Certificate operations cease and Sectigo has not arranged for another certificate authority to provide revocation support for the Certificate; (x) Sectigo's right to issue Certificates under any applicable guidelines has been revoked or terminated; (x) Reseller has been added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination under the laws of Sectigo's jurisdiction of operation; (xi) the Certificate was issued to persons or entities identified as publishers of malicious software or that impersonated other persons or entities; or (xii) the Certificate, if not revoked, will compromise the trust status of Sectigo.

3. **Vulnerability Scanning Services.** This section is applicable only when Vulnerability Scanning Services are included in Schedule 1. Vulnerability Scanning Services only serve as a passive conduit for vulnerability scanning and are not intended to fix, prevent, or eliminate potential vulnerabilities. Vulnerability Scanning Services scan only for major known vulnerabilities, and a successful scan does not guarantee that a system is free of all vulnerabilities. An IP address failing a scan may not display the related TrustLogo. Sectigo may deactivate the TrustLogo without notice for any Subscriber failing a scan. Sectigo may modify the Vulnerability Scanning Service without notice, including removing or adding specific scans.

4. **Subordinate CA.** This section is applicable only when Intermediary Certificates are included in Schedule 2.

4.1. **License.** Provided that Reseller has paid Sectigo all applicable fees associated with an Intermediary Certificate, after Sectigo's creation of an Intermediary Certificate, and subject to the terms of this Agreement, Sectigo grants Reseller a limited, non-exclusive, non-transferable, non-sublicensable right to copy, display, and support the Intermediary Certificate, and to use the Intermediary Certificate to issue Certificates to Subscribers who have passed the validation requirements described in Section 2 of these General Terms and Conditions. No rights or licenses with respect to the Intermediary Certificate, or in any related patents, trademarks, copyrights and proprietary and trade secret rights, are granted or deemed granted hereunder or in connection herewith, other than those rights expressly granted in this Agreement.

4.2. **Restrictions.** Except as expressly permitted herein, Reseller will not (a) sell, distribute, use, chain to, rent, lease, license, assign, or otherwise transfer or release the Intermediary Certificate to any third party; (b) use an Intermediary Certificate after its expiration, its revocation, or the termination of this Agreement; (c) alter, modify or revise the Intermediary Certificate; (d) reverse engineer, de-compile or

disassemble the Intermediary Certificate; (e) compromise any Private Key; or (f) use the Intermediary Certificate if Reseller has reason to believe that the Intermediary Certificate or the associated Private Key has been compromised. Reseller will not rebrand or attempt to rebrand an EV Certificate. The profile of an Intermediary Certificate will be finalized by Sectigo, and will include Basic Constraints, Name Constraints and Policy Constraints (all as defined in RFC-5280), which are intended to limit the useful capability of Reseller to issue Certificates only for those purposes, domain names, and subject details as are pre-validated by Sectigo, which may appear in the schedules of this Agreement. Each permitted copy of any Intermediary Certificate must include all copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy delivered by Sectigo to Reseller. Reseller expressly agrees that all Intermediary Certificates (including any related intellectual property rights) are owned by Sectigo or its third-party licensors and will remain the sole and exclusive property of Sectigo and its third-party licensors.

**4.3. Reseller Branding.** Except for EV Certificates, Reseller may (i) re-brand Certificates issued from the Intermediary Certificates with Reseller's names, brands, marks, logos and graphics ("Branding"), provided that such Branding is approved by Sectigo in writing prior to the public dissemination of the branded Certificates and provided that the Branding does not violate or infringe upon any third party's rights, including trademark, copyright, patent, and other intellectual or property rights; (ii) market, promote, sell as part of Reseller's services, and set pricing points for Certificates issued from an Intermediary Certificate; and (iii) pass on all associated Sectigo warranties applicable to the Certificates to Reseller's customers. Reseller may offer a warranty equivalent to the Sectigo's certificates on Reseller's Certificates. The warranty on Reseller-branded Certificates shall be subject to the same terms and conditions of Sectigo's warranties as set forth in the Repository. Sectigo shall provide all back-end work necessary to re-brand the Intermediary Certificates. Reseller may not re-brand EV Certificates. Without limiting the foregoing, Reseller may refer to the EV Certificates in advertising and the EV Certificates' Organizational Unit (OU) field in the Certificate shall state "Controlled by Sectigo exclusively for [Reseller]."

**4.4. Revocation.** Sectigo may revoke an Intermediary Certificate if (i) Reseller requests in writing that the Intermediary Certificate be revoked; (ii) Sectigo has reasonable grounds to believe the Intermediary Certificate has been compromised; or (iii) Reseller's license to use the Intermediary Certificate has been revoked or terminated under this Agreement and Reseller continues to use the Intermediary Certificate. Sectigo shall inform Reseller in writing of its decision to revoke the Intermediary Certificate at least one day prior to doing so.

**4.5. Hosting.** Sectigo shall host all Private Keys for the Intermediary Certificates it creates in its secure PKI systems at all times. Reseller may not remove any Intermediary Certificate Private Keys from Sectigo's PKI systems for any reason. Reseller may sign Certificates with the Intermediary Certificates provided by Sectigo using the Account. Reseller may also use the Account to review on-line the status of each Subscriber.

## **5. Reseller Responsibility.**

**5.1. Obligations.** Reseller shall: (i) be responsible for its conduct and its website maintenance, operation, development, and content; (ii) promptly inform Sectigo if Reseller becomes aware of any misuse of the Subscription Services by a Subscriber and assist Sectigo in preventing, curing, and rectifying any misuse; (iii) comply with all regulations, policies, and procedures of the networks connected to the Subscription Services; (iv) at Reseller's expense, be responsible for all computers, telecommunication equipment, software, access to the Internet, and communications networks (if any) required to use the Subscription Services; (v) immediately notify Sectigo of any breach of this Agreement; (vi) prior to transferring or sharing Subscriber data with Sectigo, obtain all appropriate agreements or consents from the Subscriber, or provide the requisite notices, and (vii) be responsible for maintaining any license necessary to distribute the Subscription Services.

**5.2. Lawful Use.** Reseller shall abide by all applicable laws and regulations when marketing, promoting, reselling, ordering and/or using Subscription Services, including all local and foreign export laws. Specifically, Reseller shall not export or re-export the Subscription Services, either directly or indirectly, to any country or entity listed as being under United States or United Kingdom restrictions. This list is subject to change without further notice from Sectigo, and Reseller shall comply with the list as it exists in fact. The parties agree a failure to comply with this section is a material breach of this Agreement.

## **6. Pricing & Payment.**

**6.1. Reseller Pricing.** Reseller shall pay Sectigo the prices listed in the Schedules for all ordered Subscription Services, which are exclusive of VAT and other taxes.

**6.2. Payment.** Sectigo shall deduct all amounts owed for the Subscription Services from the Account. Reseller may deposit funds into the Account to purchase Subscription Services any time. If insufficient funds are in the Account to pay for

the ordered Subscription Services, then, within sixty days after the end of the month, Sectigo shall invoice Reseller for the Subscription Services ordered during the month. Reseller shall pay each invoice within thirty (30) days of receipt. Sectigo may adjust any amounts paid or owed to account for price changes, return of Subscription Services by Subscribers for credit/refund, and the like. Adjustments will be a credit or debit to the Account in the month after the adjustment. Sectigo is not obligated to refund any funds deposited in the Account, even after termination of this Agreement. However, Sectigo shall roll-over all deposited but unused Account funds during each year of the Term. Unused funds as of expiration or termination of this Agreement are non-refundable and will not be refunded to Reseller.

**6.3. Subscriber Pricing.** Reseller may establish all prices it charges Subscribers for the Subscription Services ("Retail Price"). Reseller shall be responsible for invoicing its Subscribers and collecting all fees it charges to its Subscribers. All Subscribers will make any payments directly to Reseller. Sectigo may refuse an order for any reason.

**6.4. Price Amendments.** On each anniversary of this Agreement, Sectigo may amend the prices listed on its website or in the Account by posting the changed price to the Account.

**6.5. Reseller Compensation.** Reseller's sole compensation under this Agreement is the amount paid Reseller by Subscribers for the Subscription Services. Sectigo will not pay compensation for any services provided by Reseller in connection with this Agreement.

**6.6. Taxes.** Prices do not include any sales, use, excise, transaction, or similar taxes. If such taxes are applicable, Sectigo will separately state them on the invoice. Except for taxes on Sectigo's income, Reseller shall pay all taxes resulting from Reseller's possession, use, marketing, and sales of the Subscription Services.

## **7. Marketing**

**7.1. Material.** Subject to section 8.4 of these General Terms and Conditions, Sectigo hereby grants Reseller a non-exclusive, non-transferable, non-sublicensable, royalty-free license for the duration of this Agreement to use Sectigo's trademarks and other marketing material to market and promote the Subscription Services identified in the Account or in Schedule 1, as applicable. Reseller may not re-brand the Subscription Services.

**7.2. Restrictions.** Reseller shall not use any advertising material or documentation that refers to Sectigo or the Subscription Services without receiving written prior approval from Sectigo, which shall not be unreasonably withheld. Reseller shall use only facts that Sectigo itself uses in its non-confidential written materials to market the Subscription Services.

**7.3. Sectigo Marketing.** Reseller hereby grants Sectigo a non-exclusive, non-transferable, non-sublicensable, royalty-free worldwide license for the Term of this Agreement to use Reseller's trademarks in Sectigo's marketing material.

## **8. Intellectual Property Rights**

**8.1. Sectigo IP Rights.** Sectigo and its licensors retain, and neither Reseller nor any Subscriber will obtain or claim, all ownership rights in: (i) the Subscription Services, including all techniques and ideas embedded therein, (ii) all copies or derivative works of the Subscription Services, regardless of who produced, requested, or suggested the copy or derivative work, (iii) all APIs, plugins, documentation and materials provided by Sectigo to Reseller, and (iv) all of Sectigo's copyrights, patents, trade secrets, and other proprietary rights.

**8.2. Restrictions.** The parties shall protect each other's intellectual property, good will, and reputation when accessing or using the other party's services or products. Reseller may not decompile or create derivative works of the Subscription Services without the prior written consent of Sectigo. Sectigo may terminate this Agreement or restrict access to the Subscription Services if Sectigo reasonably believes that the Subscription Services are being used to make accessible any material that infringes the copyright of a third party.

**8.3. Reseller IP Rights.** Reseller retains, and Sectigo shall not obtain or claim, any ownership rights, interest, or title to any Reseller products or services bundled with the Subscription Services.

**8.4. Use of Trademarks.** Reseller shall not register a Sectigo trademark or any confusingly similar mark. Except with the express written permission of Sectigo, Reseller shall not use any Sectigo trademark as part of Reseller's name or as Reseller's domain names. Reseller shall not make available the Subscription Services in a way that might diminish or damage Sectigo's reputation, including using a Sectigo trademark on a website that could be considered associated with crime, defamation, or copyright infringement.

## **9. Confidentiality**

**9.1. Confidential Information.** Except as allowed herein, neither party ("Receiving Party") may use or disclose any Confidential Information provided by the other party (the "Disclosing Party") other than for the purpose of performing its obligations under this Agreement. The Receiving Party shall take reasonable measures to prevent unauthorized disclosure and hold the Confidential Information

of the Disclosing Party in trust and confidence and not disclose or release the Confidential Information to any third party except as provided herein. The Receiving Party may disclose Confidential Information of the other party only to those of its employees, consultants and contractors (“Personnel”) having a need to know such Confidential Information, and who have agreed, either as a condition of employment, representation or in a written agreement in order to obtain the Confidential Information, to be bound by terms and conditions no less restrictive than the confidentiality terms and conditions applicable to the Receiving Party under this Section, and will take reasonable precautions to ensure that its Personnel comply with the provisions of this Section.

9.2. **Exclusions.** The confidentiality obligations shall not apply to Confidential Information if the information: (i) is already possessed by the Receiving Party before receipt from the Disclosing Party; (ii) is or becomes public domain without fault of the Receiving Party; (iii) is received by the Receiving Party from a third party who is not under an obligation of confidentiality or a restriction on the use and disclosure of the information; (iv) is disclosed in response to the requirements of a law, governmental order, regulation, or legal process, if the Receiving Party first gives prior notice to the Disclosing Party of the requirement to disclose the information; or (v) is disclosed under operation of law to the public without a duty of confidentiality.

9.3. **Evidence.** A party asserting one of the exceptions to Confidential Information above shall prove the assertion using verifiable documentary evidence.

#### **10. Termination**

10.1. **Term.** This Agreement shall commence on the Effective Date and continue in effect until expiration of the Initial Term, any and all Renewal Terms (if applicable), and the Runoff Period (if applicable), unless terminated earlier as provided herein (the “Term”). Provided Renewal Terms are selected in Schedule 1, upon expiration of the Initial Term (and provided this Agreement has not been terminated earlier), this Agreement shall automatically continue for successive Renewal Terms, unless either party gives the other sixty (60) days prior written notice that this Agreement shall expire, instead of continuing in effect, at the end of the Initial Term or then-current Renewal Term.

10.2. **Runoff Period.** Provided the Runoff Period is selected in Schedule 1, upon expiration of the Initial Term (if Renewal Terms are not applicable) or after notice of non-renewal in accordance with Section 10.1 of these General Terms and Conditions (if Renewal Terms are applicable), if Reseller has more than \$200.00 (USD) in the Account on the last day of (a) the Initial Term (for a notice sent during the Initial Term), or (b) the current Renewal Term (for a notice sent during a Renewal Term), then this Agreement shall continue in effect, instead of expiring, for the Runoff Period.

10.3. **Termination.** Without prejudice to any rights or remedies, either party may terminate this Agreement:

10.3.1 if the other party materially breaches this Agreement and fails to remedy the breach within ten days after receiving notice of the breach or the breach;

10.3.2 immediately, if the other party violates the limitations on the licenses granted herein, its duty of confidentiality, its duty to adhere to industry standards, or any of the representations it made herein;

10.3.3 immediately, if Reseller acts illegally, fraudulently, or in a manner that could harm Sectigo’s business reputation;

10.3.4 immediately, if Reseller fails to follow the Reseller Validation Guidelines when validating and authorizing the issuance of Certificates;

10.3.5 if the other party has a receiver, trustee, or liquidator appointed over substantially all of its assets, if an involuntary bankruptcy proceeding is filed against the other party that is not dismissed within thirty days of filing, if the other party files a voluntary petition of bankruptcy or reorganization, if the other party assigns this Agreement, or if the other party undergoes a change of control where more than fifty percent ownership is transferred to a third party;

10.3.6 upon ten days’ notice by Sectigo in its sole discretion; or

10.3.7 upon reasonable notice, if Sectigo is no longer allowed to issue certificates or if a change in industry standards, regulations, or law prevents further use or issuance of certificates.

10.4. **Events Upon Termination.** Upon termination of this Agreement, all rights and licenses granted herein to Reseller terminate and revert to Sectigo. In addition, Reseller shall:

10.4.1 immediately cease marketing, and selling the Subscription Services and discontinue all representations that could infer a relationship exists between Sectigo and Reseller,

10.4.2 immediately cease using Sectigo’s APIs and trademarks and make any transfers requested by Sectigo to ensure that all rights in the trademarks remain with Sectigo,

10.4.3 within ten days, transfer any domain names containing a Sectigo trademark to Sectigo and pay to Sectigo any fees owed as of the date of termination,

10.4.4 within ten days, deliver to Sectigo all sales manuals, price lists, literature and

other materials relating to Sectigo, and

10.4.5 continue to comply with the confidentiality requirements in this Agreement.

#### **11. Indemnification.**

11.1. **Indemnification.** Reseller shall defend, indemnify, and hold harmless Sectigo and its affiliates and their respective directors, officers, employees, and agents (each an “Indemnified Person”) against any and all actions, suits, liabilities, damages, losses, expenses, and costs (including reasonable attorney’s fees) (collectively “Losses”) that, directly or indirectly, are based on:

11.1.1 Reseller’s breach of this Agreement;

11.1.2 Reseller’s marketing or advertising activities;

11.1.3 Reseller’s representations or warranties made about a Subscription Service that are not contained in Sectigo’s published documentation;

11.1.4 Reseller’s services and products bundled, sold, or provided with the Subscription Services; or

11.1.5 Reseller’s infringement on the rights of a third party.

11.2. **Indemnification Procedure.** Reseller shall reimburse each Indemnified Person for all Losses as determined by any court of competent jurisdiction. Sectigo shall notify Reseller of any demand for indemnification. However, Sectigo’s failure to notify will not relieve Reseller from its indemnification obligations except to the extent that the failure to provide notice materially prejudices Reseller. Reseller may assume the defense of any action, suit, or proceeding giving rise to an indemnification obligation unless assuming the defense would result in potential conflicting interests as determined by the Indemnified Person in good faith. Reseller shall not settle any claim, action, suit or proceeding related to this Agreement unless the settlement also includes an unconditional release of all Indemnified Persons from liability.

11.3. **Sole Remedy.** The indemnification obligations of Reseller are not Sectigo’s sole remedy for Reseller’s breach and are in addition to any other remedies Sectigo may have against Reseller under this Agreement. Reseller’s indemnification obligations survive the termination of this Agreement.

#### **12. Disclaimer and Limitation of Liability.**

12.1. **Internet.** Reseller acknowledges that the Subscription Services and the Intermediary Certificates are subject to the operation and telecommunications infrastructures of the Internet and the operation of Reseller’s Internet connection services, all of which are beyond Sectigo’s control.

12.2. **Warranty Disclaimer: Assumption of Risk.** EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, SECTIGO EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE INTERMEDIARY CERTIFICATES AND SUBSCRIPTION SERVICES. THIS DISCLAIMER INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW. SECTIGO DOES NOT GUARANTEE THAT 1) THE INTERMEDIARY CERTIFICATES OR THE SUBSCRIPTION SERVICES WILL MEET RESELLER’S REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE INTERMEDIARY CERTIFICATES OR SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

12.3. **Damage Limitation.** THE TOTAL LIABILITY OF SECTIGO AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY RESELLER TO SECTIGO DURING THE SIX MONTHS PRIOR TO WHEN THE LIABILITY OCCURRED. RESELLER WAIVES ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WAIVER INCLUDES ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND APPLIES EVEN IF SECTIGO IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations apply to the maximum extent permitted by law regardless of 1) the reason for or nature of the liability, including tort claims, 2) the number of claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this Agreement have been breached or proven ineffective.

12.4. **Exceptions.** If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of warranty and limitations on liability herein apply to the maximum extent allowed by law.

#### **13. Remedy.**

13.1. **Injunctive Relief.** Reseller acknowledges that its breach of this Agreement will result in irreparable harm to Sectigo that cannot adequately be redressed by compensatory damages. Accordingly, in addition to any other legal remedies which may be available, Sectigo may seek and obtain an injunctive order against a breach or threatened breach of this Agreement.

13.2. **Limitation on Actions.** Except for actions and claims related to a party’s indemnification and confidentiality obligations, all claims and actions arising from this Agreement must be brought within one year from the later of the date when the

cause of action occurred or the date when the cause of action was discovered.

13.3. **Remedy.** Reseller's sole remedy for a defect in the Subscription Services is to have Sectigo use reasonable efforts to correct the defect. Sectigo is not obligated to correct a defect if (i) the Subscription Service was misused, damaged, or modified, (ii) Reseller did not promptly report the defect to Sectigo after becoming aware of it, or (iii) Reseller is in breach of any provision of this Agreement at the time the remedy is requested.

**14. Miscellaneous.**

14.1. **Industry Standards.** Both parties shall comply with all industry or privacy standards applicable to the Subscription Services. If industry standards change, Sectigo and Reseller shall work together in good faith to amend this Agreement to comply with the changes.

14.2. **Independent Contractors.** The parties are acting as independent contractors and not as agents or employees of each other. Neither party has the power to bind or obligate the other, and each party is responsible for its own expenses and employees.

14.3. **Notices.** All notices must be in English writing and sent by first class mail, return receipt requested, to the address specified below each party's signature.

14.4. **Entire Agreement.** This Agreement, including the signature page, these Terms and Conditions, and the Schedule(s), is the entire agreement between the parties, superseding all other agreements that may exist with respect to the subject matter. The parties may execute one or more counterparts of this Agreement, each of which will be deemed an original copy of this Agreement. Section headings are for reference and convenience only and are not part of the interpretation of this Agreement.

14.5. **Modifications.** Except as otherwise allowed herein, neither party may amend this Agreement unless the amendment is in writing and signed by both parties. In Sectigo's sole discretion, Sectigo may amend or discontinue any Subscription Service. Sectigo may also amend any of 1) its website, 2) the CPS, 3) its Subscriber Agreements, and 4) any documents listed in the Repository. Amendments are effective upon the earlier of 1) Sectigo's posting the amendment on its website or 2) Reseller's receipt of the amendment. Reseller's continued participation in the Reseller program constitutes Reseller's acceptance of the amendments. If an amendment materially affects Reseller's rights herein, Reseller may terminate this Agreement within twenty days of the effective date of the amendment by providing Sectigo notice of the termination.

14.6. **Waiver.** A party's failure to enforce a provision of this Agreement does not waive the party's right to enforce the same provision later or right to enforce any other provision of this Agreement. To be effective, all waivers must be both in writing and signed by the party benefiting from the waived provision.

14.7. **Force Majeure and Internet Frailties.** Other than for payment obligations by Reseller, neither party will be liable for a delay or failure to perform an obligation to the extent that the delay or failure is caused by an occurrence beyond the party's reasonable control. Each party acknowledges that the operation of the Internet is beyond the other party's reasonable control, and neither party will be liable for a delay or failure caused by an interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, or other such transmission failure.

14.8. **Governing Law and Venue.** This Agreement and any disputes relating to the services provided hereunder shall be governed and interpreted according to each of the following laws, respectively, without regard to its conflicts of law provisions: (i) the laws of the State of New Jersey, if Reseller is located in North America; or (ii) the law of England and Wales, if Reseller is located outside of North America. All proceedings or legal action arising from this Agreement must be settled by arbitration administered by the International Chamber of Commerce (ICC) in accordance with its Rules of Arbitration of ICC, with the venue in Manchester, UK or Clifton, New Jersey USA, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted in English. Either party may appear before the panel by telephone if the other party consents to it.

14.9. **Assignment.** Reseller shall not assign any of its rights or obligations under this Agreement, whether by merger, consolidation, operation of law, or any other manner, without the prior written consent of Sectigo. For purposes of this Section only, a change in control is deemed an assignment. Any transfer without consent is void. Sectigo may assign its rights and obligations without Reseller's consent.

14.10. **Severability.** Any provision held invalid or unenforceable will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of this Agreement remains valid and enforceable.

14.11. **Survival.** All provisions relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of this Agreement.

14.12. **Rights of Third Parties.** There are no third-party beneficiaries under this

Agreement.

14.13. **Counterparts.** The parties may execute one or more counterparts of this Agreement, each of which will be deemed an original copy, and delivery of a counterpart to the other party may be via fax or electronic mail.

**15. Definitions.**

15.1. "API" means the technical specifications comprising the application programming interface developed by Sectigo or its licensors to facilitate the resale of one or more Subscription Services.

15.2. "Certificate" means a digitally signed document that is a public-key certificate in the version 3 format specified by ITU-T Recommendation X.509. The digital signature on the certificate binds a subject's identity and other data items to a public key value, thus attesting to the ownership of the public key by the subject.

15.3. "CPS" refers to one of several Sectigo documents disclosing Sectigo's validation practices and that provides the framework under which Certificates are created, issued, managed and used.

15.4. "Confidential Information" means all documents, information, or processes, in whatever form, disclosed by a party to the other that is not accessible or known to the general public, regardless of whether the information was marked as being confidential, but excludes information contained in an issued Certificate.

15.5. "EV Certificate" means a Certificate that is signed by the Sectigo extended validation root certificate and that has been issued in accordance with the EV Guidelines.

15.6. "EV Guidelines" refers to the extended validation guidelines published by the CA/Browser Forum and made public through the [www.cabforum.org](http://www.cabforum.org) website.

15.7. "Initial Term" means the annual period stated in Schedule 1, commencing on the Effective Date.

15.8. "Intermediary Certificate" means a Certificate created by Sectigo that can be used to issue Certificates to Subscribers. An Intermediary Certificate is not a Subscription Service and is not available for resale.

15.9. "Private Key" means the key of a key pair that is kept secret by the holder of the key pair, and that is used to create digital signatures and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key.

15.10. "Public Key" means the key of a key pair that may be publicly disclosed by the holder of the corresponding Private Key and that is used by a Relying Party to verify digital signatures created with the holder's corresponding Private Key and/or to encrypt messages so that they can be decrypted only with the holder's corresponding Private Key.

15.11. "Relying Party" means any entity other than a Subscriber that relies on a valid Certificate and meets the conditions found in the Relying Party Agreement.

15.12. "Relying Party Agreement" refers to an agreement available through the Sectigo Repository that governs the use of a Certificate by a Relying Party.

15.13. "Relying Party Warranty" refers to a warranty offered under the Sectigo Relying Party Agreement to a Relying Party in connection with the Relying Party's use of a Certificate.

15.14. "Renewal Term" means the 1-year period commencing upon either the expiration of the Initial Term or the expiration of a previous Renewal Term.

15.15. "Repository" refers to the publicly available collection of databases and documents for storing and retrieving information relating to Certificates and which may be accessed via the Sectigo website at <https://sectigo.com/legal>.

15.16. "Runoff Period" means the earlier of (i) the period stated in Schedule 1, or (ii) exhaustion of the remaining Account balance through Reseller's purchase of Subscription Services, commencing upon on the last day of (a) the Initial Term (for a Section 10.1 non-renewal notice sent during the Initial Term), or (b) the current Renewal Term (for a Section 10.1 non-renewal notice sent during a Renewal Term).

15.17. "Subscriber" means the entity receiving the Subscription Services from Sectigo through Reseller. Reseller is a Subscriber when ordering Subscription Services for its own use.

15.18. "Subscriber Agreement" refers to an agreement between Sectigo and a Subscriber that specifies the rights and responsibilities of the parties in connection with the Subscription Services.

15.19. "Subscription Services" means the Sectigo products and services designated as such, which are available for resale by Reseller to its customers. Intermediary Certificates are not Subscription Services and are not available for resale.

15.20. "TrustLogo" means a logo provided by Sectigo for use on a Subscriber's site.

15.21. "Vulnerability Scanning Services" means Sectigo's vulnerability scanning services which are licensed under the HackerProof and HackerGuardian tradenames.