

CERTIFICATE SUPPLY AGREEMENT

THIS CERTIFICATE SUPPLY AGREEMENT (the “**Agreement**”) entitles Licensee to order Certificate Batches (as defined below) for the CI Plus LLP (“**CI Plus**”) system at DigiCert’s web portal. The Agreement is by and between DigiCert, Inc. (“**Provider**” or “**DigiCert**”), a company incorporated in the state of Utah, located at 2801 North Thanksgiving Way, Suite 500, Lehi, Utah 84043 and the Licensee identified below. The Agreement is effective as of the last date signed below (the “**Effective Date**”). Capitalized terms used but not defined herein have the meaning given to them in the ILA.

DIGICERT, INC.

Signed: _____
Name: _____
Title: _____
Date: _____

LICENSEE

Company Name: _____
Address: _____
City: _____
Postal Code: _____
Country: _____
Individual Contact: _____
Title: _____
Phone: _____
Fax: _____
E-mail: _____
VAT Number: _____

Signed: _____
Name: _____
Title: _____
Date: _____

WHEREAS, CI Plus has developed certain technology and methods for data encryption and encryption key management, which are described in the Specifications;

WHEREAS, the CI Plus system is based on the use of digital certificates and DigiCert is a provider acting as a trust authority for digital certificates;

WHEREAS, CI Plus has entered into an agreement with DigiCert to supply certificates to CI Plus Licensees;

WHEREAS, this Agreement is a frame agreement for Certificate Batch orders placed on the Web Portal;

WHEREAS, CI Plus has entered into ILA (as defined below) with certain manufacturers;

WHEREAS, CI Plus requires its licensee under ILA that licensee shall enter into a certificate supply agreement with the certificate provider designed by CI Plus TA to receive CI+ Certificates (as defined below);

WHEREAS, Licensee is duly registered and on-boarded under the CI Plus DEVICE INTERIM LICENSE AGREEMENT (the “ILA”) between Licensee and CI Plus LLP and at least one Device Type (as defined below) of Licensee is registered which is required to order Certificate Batches (as defined below).

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other good and valuable consideration, the reception and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

Capitalised terms shall have the meanings set forth in this Section 1.0 or elsewhere in this Agreement.

“**Administrator Certificate**” means the digital certificate issued by DigiCert to Licensee employee or such other Trusted Person for secure identification and encryption mechanism used to access the Web Portal, place purchase orders and download and decrypt securely encrypted compressed Certificate Batches. This Administrator Certificate is also used for the purpose of accessing DigiCert’s *PKI Manager* to perform management or read-only functions. The privileges are determined based on the individual’s role in the CI Plus system.

“**Affiliate**” means with respect to any entity, any other entity that directly or indirectly owns or controls, is owned or controlled by, or is under the common control of the first entity, where the term “control” means (a) control of more than fifty percent (50%) of an entity’s common shares; or (b) voting control of an entity’s board of directors.

“**CI+ Certificate**” means MDQ and HDQ as described in the Specifications licensed by CI Plus, and a secure, end-entity device digital certificate that chains to the root certificate of CI Plus, all provided by DigiCert under the direction of CI Plus.

“**Certificate Batches**” means a batch of CI+ Certificates, with a minimum of 10k and a maximum of 100k certificates.

“**Device**” means any Host or Module device hereunder.

“**Device Type**” means a class of Devices as defined in Exhibit A of the ILA.

“**Host**” means any CI Plus host as defined by the CI Plus Specification.

“**Module**” means any CI Plus module as defined by the CI Plus Specification.

“**DigiCert CPS**” means a document, as revised from time to time, representing a statement of DigiCert’s practices in issuing CI+ Certificates. The DigiCert CPS is currently titled the DigiCert Certificate Policy (CP) and Certification Practices Statement (CPS) for Private PKI Services, and is published in the repository at <https://www.digicert.com/legal-repository/> or such other successor address.

“**Trusted Person**” has the meaning given in the DigiCert CPS.

“**Web Portal**” means the hosted web site, unique for a Licensee to access the certificate supply management system. The URL is provided to the Licensee as part of the on-boarding process described in the ILA.

2. Service Description.

2.1. Placing Purchase orders for CI+ Certificates. Once a new Device Type has been registered and the Web Portal configured, Provider will accept purchase orders for the related CI+ Certificates. Purchase orders placed at the Web Portal are unconditionally binding. The resulting credentials then can either be downloaded from the Web Portal. Certificate Batches are provided as a compressed archive file which has been encrypted with the Licensee employees’ credentials in order to avoid unauthorised usage.

2.2. Forecast and Processing Time. To enable effective capacity planning, Licensees should provide forecasts of expected certificate volumes in advance to Provider. An appropriate form will be provided for the Web Portal. Licensees are offered delivery quantity guarantees in exchange for advance schedule information, which are, from receipt of order, one month, provided an accurate 3-month rolling forecast has been provided. If no forecast has been provided, then the delivery guarantee will be two months from receipt of order.

2.3. CI Plus Trust Authority Intervention. Licensee hereby confirms that it has permitted CI Plus to suspend certificate supply pursuant to the provisions in the ILA.

2.4. Licensee Administrator Certificates. To order Certificates Batches at the Web Portal, a Licensee’s administrator needs a certificate issued by Provider. Provider will provide Licensee’s administrators with up to ten (10) Administrator Certificates. The price of up to ten (10) certificates is included in the annual fee paid by Licensee to CI Plus. If one of the Administrator Certificates is revoked, the Licensee may request a new certificate without charge. Orders of more than ten (10) certificates will be charged additional fees. The Administrator Certificate needs to be stored on a secure token. Use of Administrator Certificates are subject to [the](#) DigiCert CPS. Limited functions of *DigiCert Managed PKI Certificate Service* may be made available to Licensee’s administrators in connection with the use of Administrator Certificates. Use of *DigiCert Managed PKI Certificate Service* outside of Administrator Certificates may requires a full subscription to *DigiCert Managed PKI Certificate Service*.

2.5. Data Protection. Provider will not transmit the data contained in certificates to third parties for advertising purposes. Provider will only assign the processing of data to companies, which operate compliant to the applicable data protection laws. Provider undertakes to keep all data which is not included in the certificate secure from unauthorised access. Provider reserves its right to mention an organisation as a Licensee. DigiCert will collect, store and process data in the United States, and transmit data through the Internet worldwide to authenticate certificates for purposes of administering the CI+ service in compliance with the applicable data protection laws.

3. Revocation of Device ID's. The revocation of Device ID's is described in Clause 15.3 of the ILA. Revocation requests may only be addressed to CI Plus, and not to Provider directly. Provider shall not process any revocation request other than that authorised by CI Plus.

4. Obligations of the Licensee:

4.1. Capacity Planning. To enable accurate capacity planning, Provider requests that Licensee provide quarterly forecasts of expected certificate orders. In return Provider guarantees that certificates will be provided in accordance with the processing times detailed in Clause 2.2 above. A forecast form will be provided on the Web Portal.

4.2. Licensee Administrator. The Licensee shall ensure that (a) at least one administrator is appointed during the term of the agreement; and (b) appoint only administrators which are duly authorised to place Certificate Batch orders.

4.3. Own Licensee Data. The Licensee will only let his own name and data be certified by Provider. Own names are those on which no third parties, especially other Licensees or other organisations have rights or entitlements.

4.4. Download Period. Licensee has to download a Certificate Batch within six (6) months after Provider has uploaded it to the Web Portal. Provider will send a notice mail that the Certificate Batch can be downloaded from the Web Portal, but the Licensee is encouraged to check the Web Portal regularly due to any potential unreliability of emails being received. After the six (6) month period, Provider will irrevocably delete the Certificate Batch and any respective key material from Provider's systems. If Licensee has not downloaded the Certificate Batch within the specified period of time, Licensee is in delay. After the six (6) month period, in the event that Licensee requests a replacement Certificate Batch, additional charges may apply.

4.5. Examination of Certificate Batches. Licensee shall examine the validity of all delivered Certificate Batches using DigiCert's CIPLock Tool as described in the on-boarding guidelines. Any issues should be reported immediately to Provider. Within six (6) months after the Provider has uploaded the Certificate Batch on the Web Portal, DigiCert will replace Certificate Batches which are incomplete and/or incorrect, without charge to the Licensee. Licensee has to provide Provider with proof of the incompleteness or incorrectness. Newly created Certificate Batches will only consist of new key material. After six (6) months, Provider is not obliged to replace any batch without additional charge.

5. Payment.

5.1. Prices. All prices for the services described in Section 2 shall be stated in the DigiCert pricing schedule provided to Licensee as part of the on-boarding process and are reviewed periodically. The prices are exclusive of value added tax, which will be added at the applicable rate.

5.2. Payment of fees. In consideration of the right and licenses granted hereunder, and in order to fulfill Licensee's obligations as set out in the ILA, Licensee shall pay Provider non-refundable fees in the applicable amount within thirty (30) days of the invoice date. Licensee shall not be entitled to refunds thereof for any reason.

5.3. Default with payment. In the event that the Licensee is in default with payment, Provider may demand interest from the start of the default not less than one-twelfth (1/12th) of the EURIBOR interest rate multiplied by the number of months, or portion thereof, such payment is in arrears, without prejudice to the application of the other articles of this Agreement and subject to applicable law. Should a Licensee

persistently exceed the payment term agreed with Provider, this will entitle Provider to deliver services in future only in return for the provision of collateral or payment in advance. This also applies in the instance of deterioration of the creditworthiness of the Licensee, especially if an insolvency petition has been filed.

5.4. Applicable Taxes. All prices stated in this agreement and the ILA, and of any subsequent offers shall be quoted in Euro and are exclusive of any Value Added Tax (“VAT”). VAT shall be added at the rate applicable on the invoice date.

6. Term and Termination

6.1. Term. The term of this Agreement shall expire one (1) year after the Effective Date, or when Licensee’s ILA and/or Final License Agreement is terminated. The validity of this Agreement shall extend for further one-year periods if not terminated by either party at least two (2) months before the expiry of the respective term.

6.2. Termination by Licensee. Licensee may terminate this Agreement at any time upon written notice to Provider, without incurring any liability towards Provider.

6.3. Termination by Provider for Cause. Provider may terminate this Agreement in the event that Provider provides notice of Licensee’s material breach of any term, representation, warranty or covenant set forth in Section 2, 4, 7, 8, or 9 hereto and (where such breach is capable of being cured) such breach remains uncured sixty (60) days following the date of such notice.

6.4. Effect of Termination. Upon the termination of this Agreement the Licensee’s Administrator Certificates as issued by Provider to Licensee under Section 2.4 will be revoked and the Licensee’s access to the Web Portal will be blocked, so Licensee cannot order any Certificate Batches as from the effective date of termination. Provider is not obliged to issue new CI Plus Certificates after termination. No issued CI Plus Certificate will be revoked if not requested according to Section 3. Ordered Certificate Batches will be delivered and accepted if ordered before the date of termination notice. Unless otherwise stated herein, no termination of this Agreement, whether by Provider or by Licensee, or termination of any license granted hereunder shall release either party of any obligation or liability accrued hereunder prior to such termination, or rescind or give rise to any right to rescind anything done by either party prior to the time such termination becomes effective nor shall the survival provisions of Section 6.5 be affected by such termination. No reimbursement of payments made will be given in the event of termination or withdrawal.

6.5. Survival. Termination or expiration of this Agreement will not relieve either party from fulfilling its obligations that by their terms or nature survive termination or expiration, including, but not limited to Sections 1, 6, 7, 8, 9, 10, and 11.

7. Representations, Warranties, Covenants and Disclaimers.

7.1. Provider. Provider represents, warrants and covenants that: (a) Provider has the right to enter into this Agreement; (b) without investigation, it is not aware of any notice or claim, threatened or pending, that the use of the CI Plus infrastructure in accordance with the terms of this Agreement infringes any third party’s copyrights or trademarks, except as identified by Provider to Licensee; (c) Provider has authorised the person who has signed this Agreement for Provider to execute and deliver this Agreement to Licensee on behalf of Provider; (d) this Agreement constitutes a valid and binding obligation of Provider; enforceable according to its terms; and (e) Provider will deliver complete and correct Certificate Batches pursuant to the DigiCert CPS.

7.2. Licensee. Licensee represents, warrants, and covenants that: (a) Licensee has authorised the person who has signed this Agreement for Licensee to execute and deliver this Agreement on behalf of Licensee; and (b) this Agreement constitutes a valid and binding obligation of Licensee, enforceable according to its terms.

7.3. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, (A) ANY WARRANTY THAT THE PRODUCT TECHNOLOGY OR ANY SPECIFICATIONS DOES NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PERSON OR ENTITY, (B) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR (C) THAT THE RIGHTS AND LICENSES GRANTED TO LICENSEE HEREUNDER COMPRISE ALL THE RIGHTS AND LICENSES NECESSARY OR DESIRABLE TO PRACTICE, DEVELOP, MAKE OR SELL DEVICES. THE PRODUCTION TECHNOLOGY AND ENHANCEMENTS THERETO, AND ANY OTHER ITEMS, DELIVERABLES, OR INFORMATION SUPPLIED BY OR ON BEHALF OF CI PLUS TA ARE PROVIDED ON AN “AS IS” BASIS.

8. Indemnification. Licensee and Provider will each defend, indemnify and hold harmless the other party (the “**Indemnitees**”), against any third party claims and suits (“**Claims**”) that arise from its breach of warranties set forth in Section 7.

9. Limitation of Liability. EXCEPT IN THE CASE OF A BREACH OF SECTIONS 4.2 and 4.3 (OBLIGATIONS), OR CLAIMS ARISING UNDER SECTION 10 (CONFIDENTIALITY) OR 8 (INDEMNIFICATION) OF THIS AGREEMENT, IN NO EVENT SHALL ANY PARTY (INCLUDING CI PLUS, ITS LICENSORS, LICENSEE (AND THEIR AFFILIATES), OR ANY OTHER VENDOR) BE LIABLE TO THE OTHER PARTY, OR ANY THIRD PARTY BENEFICIARY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH OR RELATING TO THIS AGREEMENT (INCLUDING LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), NO MATTER WHAT THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES. DIGICERT’S LIABILITY SHALL NOT EXCEED TWO TIMES THE AMOUNTS PAID UNDER THIS AGREEMENT. The risk of incidental loss or incidental deterioration will be passed on to the Licensee with delivery of the goods to the party responsible for delivering the goods. If the delivery is being held up by demand of the Licensee, the risk will be passed on to the Licensee once the goods have been declared ready for the delivery.

10. Confidentiality. The parties shall treat all information related to the business operations of the other party and the affairs of its customers as confidential except for information concerning certificates themselves. The parties shall make available such information to third parties only with the prior written approval of the respective authorised person, insofar and so long as the receiving party did not demonstrably obtain this information beyond the scope of the operation of this Agreement or such information was not available from public sources. The parties shall only use those persons for the fulfillment of this contract who have been made subject to corresponding duties of confidentiality. This agreement as to confidentiality shall apply for a period of three years beyond the term of this Agreement.

11. Applicable ILA Clauses. The following sections of the ILA are applicable to this Agreement. For the limited purpose of receiving fees under the ILA, Provider represents that it is entitled to act for CI Plus and that payments of all fees to Provider mentioned under the ILA shall sufficiently satisfy corresponding obligations in the ILA.

8.2.2 (Change in Fees), 16.1 (Independent Contractors), 16.2 (No Trademark Rights Granted), 16.3 (No Patent Solicitation Required), 16.4 (Publicity), 16.8 (Law and Jurisdiction), 16.9 (Compliance with Laws), 16.10 (No Assignment), 16.11 (Notice), 16.12 (Amendments), 16.13 (Waiver), 16.14 (Severability), 16.15 (Headings), 16.16 (Entire Agreement), 16.17 (Most Favoured Status), and 16.18 (Currency).

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