

## Agreement for Hosted Services

THIS AGREEMENT GOVERNS YOUR USE OF THE SPECIFIC SERVICE(S) PURCHASED BY YOU ("THE SERVICE(S)"). YOU MUST READ THIS AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE PURCHASING A SUBSCRIPTION TO ONE OR MORE SERVICES. BY CHECKING THE ACCEPTANCE BOX AND PLACING YOUR ORDER, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICE OR PURCHASE A SUBSCRIPTION. The Subscriber Agreement, and the Certification Practice Statement ("CPS"), available at <http://www.globalsign.com/repository/> (as updated from time to time), are incorporated by reference into this Agreement.

BY CHECKING THE ACCEPTANCE BOX, YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON BEHALF OF THE COMPANY SHOWN IN THE 'SOLD TO' FIELD ON THE ORDER SUMMARY ("COMPANY" OR "YOU") AND TO BIND COMPANY TO THE TERMS OF THIS AGREEMENT WITH GLOBALSIGN.

### 1. Definitions

**AATL Technical Requirements:** The version of the Adobe Approved Trust List Technical Requirements available at <https://helpx.adobe.com/acrobat/kb/approved-trust-list2.html#AATLtechnicalrequirements> as may be updated from time to time.

**AATL Timestamp:** An RFC3161 compliant timestamp from GlobalSign issued by the AATL CA.

**Adobe Approved Trust List (AATL):** A document signing certificate authority trust store created by the Adobe Root CA policy authority implemented from Adobe PDF Reader version 9.0 and later.

**API Credentials:** An authentication method comprised of a key and secret used in order to access the Service.

**CPS:** GlobalSign's Certification Practice Statement available at <http://www.globalsign.com/repository/> as updated from time to time.

**Service API:** The application programming interface (API) that facilitates the integration of the Service with Company's internal systems, as may be made available by GlobalSign under this Agreement.

**eIDAS Regulation:** REGULATION (EU) No 910/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

**Electronic Seal:** Data in electronic form, which is attached to or logically associated with other data in electronic form to ensure the latter's origin and integrity and is applied in the name of a legal entity (business or organization).

**Electronic or Digital Signature:** Data in electronic form, which is attached to or logically associated with other data in electronic form to ensure the latter's origin and integrity and is applied by Individuals. The Service supports two types: Individual External Identities and Individual Internal Identities.

**GlobalSign:** The GlobalSign entity identified on the Order Summary.

**Government-Accepted Form of ID:** A physical or electronic form of identification (ID) issued by a local country/state government, or an ID issued or generated by a third party that the local government accepts as a form of identification from Individuals for its own official purposes.

**ID Source:** Any of (i) A Government-Accepted Form of ID; (ii) copy of an attestation from an appropriate notary or Trusted Third Party that s/he has verified the Individual identity based on a Government-Accepted Form of ID, or (iii) copy of a video recording of the verification of Individual identity using secure video communication.

**Identity Verification Process:** The method used by Company to verify the identity of an Individual, including the setup, ID Sources, security procedures, and other implementation details. The Identity Verification Process must comply with the AATL Technical Requirements.

**Individual:** A natural person.

**Individual External Identities:** The identity of an Individual who is not an employee or contractor of Company but is otherwise associated with Company for purpose of conducting business with Company.

**Individual Internal Identities:** The identity of an Individual who is an employee or contractor affiliated with the Company's Organization Validated (OV) Certificate Identity.

**mTLS Certificate:** A Certificate used for mutual or two-way authentication to the Service if Company is integrating its application directly to the DSS API.

**Order Summary:** The order document accepted by Company which sets out the Service purchased, length of term and fees payable, each representing an individual Subscription which is governed by this Agreement.

**Organization Validated (OV) Certificate Identity:** A pre-approved Certificate identity that restricts Certificate request and issuance to a specific organization for which GlobalSign has authenticated the organization identity as described in the CPS.

**Portal:** The portal for the Service that provides account management and ordering tools to facilitate the management of Subscriptions and other services provided by GlobalSign.

**QTSA Timestamp:** An RFC3161 compliant timestamp issued by a Trusted Service Provider which meets the requirements of the eIDAS Regulation.

**SEIKO Timestamp:** An RFC3161 compliant timestamp accredited by the Government of Japan and provided by SEIKO.

**Signature:** An Electronic Signature or Electronic Seal.

**Subscriber:** A natural person or legal entity to whom a Certificate and Signature is issued and who is legally bound by a Subscriber Agreement.

**Subscriber Agreement:** An agreement between the CA and the Subscriber that specifies the rights and responsibilities of the parties.

Subscription: The Quantity of Signatures and/or timestamps purchased and permitted to be used by Company during the applicable Subscription Term.

Subscription Start Date: The date shown on the Order Summary that indicates when the Subscription Term begins.

Trusted Third Party: A third party approved by GlobalSign that maintains a secure process used by Company for its Identity Verification Process as may be permitted by the AATL Technical Requirements.

Any capitalized terms used but not otherwise defined herein shall have the meaning set forth in the CPS, Subscriber Agreement, or TPS (if applicable).

**2. Use of the Service and Portal.** GlobalSign hereby grants to Company the right to use the Service in accordance with the terms of this Agreement.

In connection with the Service, GlobalSign provides Company with access to the Portal. The Portal may also provide certain communications from GlobalSign, such as service announcements and administrative messages. You are responsible for maintaining the confidentiality of your API Credentials and/or mTLS Certificate and are fully responsible for all activities that occur under your account. You agree to (a) immediately notify GlobalSign of any unauthorized use of your API Credentials and/or mTLS Certificate or any other breach of security to [support@globalsign.com](mailto:support@globalsign.com), and (b) ensure that you log out from your account at the end of each session.

GlobalSign hereby grants to Company a non-exclusive, non-transferable, non-sublicensable, revocable license during the term of this Agreement to use and make calls to/from the Service API solely for the purpose of facilitating Company's use of the Service.

### **3. Services.**

#### **3.1 Digital Signing**

In order to use the Digital Signing Service (DSS), You must (i) submit Company's organization identity information for verification by GlobalSign to create the OV Certificate Identity, (ii) purchase a Subscription, and (iii) enroll for a mTLS Certificate if Company is integrating its application directly to the DSS API. There are three Signature configuration options available for the Service: (a) Signatures for Individual Internal Identities; (b) Signatures for Individual External Identities; and (c) Electronic Seals.

Use of Certificates for digital signing must comply with various industry standards and the AATL Requirements. GlobalSign reserves the right to require changes to, or revoke its approval of, Company's Identity Verification Process in order to comply with the AATL Requirements. Company must promptly implement any requested changes or immediately cease use of the Service if requested by GlobalSign.

#### **3.2 Timestamps**

GlobalSign offers three types of timestamps: AATL, SEIKO, and QTSA. A DSS Subscription includes timestamps equal in number to two times the Quantity of Signatures purchased in the Subscription. Additional timestamps may be purchased with a DSS Subscription or as a standalone Subscription.

### 3.3 Qualified Timestamps

If You purchase a Subscription for QTSA Timestamps, GlobalSign will (a) operate in accordance with the GlobalSign TPS, the GlobalSign CP/CPS, and any other relevant operational policies and procedures including the relevant stipulations of the eIDAS Regulation; (b) ensure that Timestamping Units (TSUs) maintain a minimum time accuracy of  $\pm 1$  second with respect to Coordinated Universal Time (UTC); (c) undergo internal and external reviews to assure compliance with relevant legislation and internal GlobalSign policies and procedures; and (d) provide high availability access to GlobalSign TSA systems except in the case of planned technical interruptions, loss of time synchronization, and causes outlined in the relevant section of the GlobalSign TPS and GlobalSign shall archive audit logs for at least 10 years as specified in the GlobalSign CPS.

The GlobalSign eIDAS Qualified Time Stamping Authority Policy and Practice Statement (“TPS”) available at <http://www.globalsign.com/repository/> (as updated from time to time), is incorporated by reference into this Agreement.

**4. Limitations on Use.** Company shall not (a) use the Certificates or Service API except as permitted by this Agreement, (b) distribute or resell the Service or any portions thereof to any third party, or (c) cause or permit the reverse engineering, disassembly, or decompilation of the Signatures or the Certificates. Company shall not request more than five (5) Signatures per second or more than one (1) Individual Identity (External or Internal) or Electronic Seal creation per second.

Company may not request more than the number of timestamps purchased in a Subscription. Company shall not request more than five (5) AATL or QTSA timestamps per second or one (1) SEIKO timestamp per second. Company shall be responsible for applying any timestamps into the documents or code using the GlobalSign-provided URL. Company shall maintain the confidentiality of the URL and not share it with third parties.

### 5. Company Obligations

**5.1 General Obligations.** If Company is using a Certificate hierarchy chained to one of GlobalSign’s public root CAs, the Certificates and Service shall be provided in accordance with the CPS.

Company shall ensure that any Individual requesting a Signature complies with the Subscriber Agreement. Company shall be legally responsible for compliance with any terms that are applicable to “Subscriber”.

**5.1 DSS Company Obligations.** Company shall: (a) ensure all key activations and key pairs are controlled by the signer and access to signing keys are based on a two-factor authentication (2FA) process; (b) ensure that information provided on the enrollment requests is complete and accurate; (c) be solely responsible for developing or integrating the digitally signed hash and timestamp into Company’s document management system by either using the DSS API or software developer kit (SDK) or configuring the Service for Company’s own document workflow integration; (d) provide written evidence of compliance with the AATL Technical Requirements as may be requested by GlobalSign from time to time; (e) confirm with the Subscriber that the information is correct before approving a Certificate request; (f) request revocation of a Certificate when any information related to the Certificate request has changed; and (g) ensure compliance by each Individual Subscriber with the terms of the Subscriber Agreement.

#### 5.2. Additional Company Obligations Based on Company’s DSS Service Configuration

5.2.1 Individual Internal Identities. If Company is requesting Signatures with Individual Internal Identities, Company must (a) verify the Individual's identity via face to face verification and submit accurate identity information with each Signature request for Subscribers; (b) ensure that the Individual's identity information submitted by Company to request Certificate and Signatures is for a current employee or contractor of Company who has consented to the request; and (c) create and keep records of the Identity Verification Process.

5.2.2 Individual External Identities. If Company is requesting Signatures with Individual External Identities, Company must (a) only request Signatures based on Certificates in the name of Individuals following GlobalSign's prior written approval of the Identity Verification Process; (b) promptly notify Company's GlobalSign account manager of any proposed changes to the Identity Verification Process and only implement any proposed changes after receipt of written approval from GlobalSign; (c) keep accurate written records of the Identity Verification Process; (d) follow appropriate security procedures to ensure that the data used to generate the Certificate used in the Signature is accurate and matches the ID Sources; (e) notify GlobalSign in writing of any failure of Company to comply with the identity verification obligations; (f) certify in writing its compliance with the Identity Verification Process upon initial set up of the Service, annually and at any time within fourteen (14) days of request by GlobalSign; and (g) retain copies of the ID Sources used to perform the Identity Verification Process for seven (7) years.

During the term of this Agreement and for one (1) year following termination, GlobalSign shall have the right to perform audits of Company or a Trusted Third Party used by Company (if applicable) to verify the Identity Verification Process, including the related processes and results of the Identity Verification Process. Upon reasonable notice, Company will permit GlobalSign and/or its agents to access Company records during normal business hours for the purpose of verifying Company's compliance with its obligations under this Agreement. The audit will be at the expense of GlobalSign and will not be performed more than once in each calendar quarter. Within five (5) business days of GlobalSign's request, Company will make available to GlobalSign (y) copies of the ID Sources used to perform the Identity Verification Process and (z) the name of the authorized representative of the Company who will be responsible for acknowledging the audit observations. Upon completion of any audit, Company's authorized representative will sign the acknowledgement of the audit observations provided by GlobalSign within one (1) business day after GlobalSign has provided him/her with a copy. Company may provide redacted or excerpted records as necessary to comply with any applicable data privacy law. In the case of non-conformities, Company must provide GlobalSign with evidence of implementation of mitigation measures and alternative controls for evaluation and approval by GlobalSign.

5.2.3 Electronic Seals. If Company is applying Electronic Seals to .pdf documents, Company must (a) only submit requests in the name of an actual department at Company; (b) not submit requests in the name of an Individual; and (c) not submit requests that are inaccurate or misleading.

**6. Trial Subscription.** The terms of this Section 6 apply if Company is granted the right to access or use the Service free-of-charge for evaluation or trial purposes, including proofs of concept or other testing.

**Use Rights.** Company may only access or use the Service provided for trial purposes in a non-production, test environment, and solely for the purpose of Company's internal evaluation and interoperability testing of the Service.

**Trial Subscription Period.** Company's right to use the Service will terminate immediately upon the earlier of (a) the date the number of Signatures and/or timestamps in the trial Subscription is depleted, (b) the expiration date of the trial Subscription, or (c) the date when GlobalSign terminates Company's right to use the trial Service (which GlobalSign may do at any time in its sole discretion).

Warranty Disclaimer. COMPANY ACKNOWLEDGES THAT THE SERVICE PROVIDED FOR EVALUATION OR TEST PURPOSES IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, GLOBALSIGN EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, RELATING TO THE SERVICE, COMPANY'S USE OR ANY INABILITY TO USE THE SERVICE, THE RESULTS OF ITS USE AND THIS AGREEMENT.

LIMITATION OF LIABILITY. GLOBALSIGN SHALL NOT BE LIABLE TO COMPANY FOR ANY CLAIMS, DEMANDS OR DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, ARISING OUT OF THE USE OF THE SERVICE FOR EVALUATION OR TEST PURPOSES AND THE USE OR FAILURE OF THE SERVICE TO OPERATE FOR WHATEVER REASON, WHETHER IN SUCH ACTION IS BASED IN CONTRACT OR TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE.

**7. Fees; Payment.** Company agrees to pay GlobalSign for the Subscriptions ordered in accordance with the fees in Company's Order Summary. Subscriptions expire twelve (12) months from the Subscription Start Date. There is no credit or refund for expired or unused Signatures or timestamps. There is an additional charge for Qualified Timestamps when selected by Company as part of a DSS Subscription.

On each Subscription Start Date, Company shall provide to GlobalSign valid, up-to-date and complete credit card details or approved purchase order information acceptable to GlobalSign and, if Company provides its credit card details to GlobalSign, Company hereby authorizes GlobalSign to bill such credit card on the Subscription Start Date for the fees payable for any Subscriptions ordered. If Company provides its approved purchase order information to GlobalSign, and/or opts to pay by invoice, GlobalSign shall invoice Company on the Subscription Start Date for the fees payable in respect of any Subscriptions; and unless otherwise agreed in the Order Summary, at least 30 days prior to each anniversary of the Subscription Start Date for the fees payable in respect of the renewal of the Subscription. Company shall pay each invoice within 30 days after the date of such invoice.

Company may exceed the number of Signatures or timestamps purchased in a Subscription. If Company exceeds the number of Signatures purchased in a Subscription, GlobalSign will invoice Company for the excess Signatures on a monthly basis in arrears. The fee for each excess Signature or timestamp shall be invoiced on a per Signature or timestamp basis (as applicable) at the overage charge specified in the Order Summary.

All payments are payable in the currency on the Order Summary and due net thirty (30) days from the invoice date. GlobalSign's quoted prices for the Service and/or products are exclusive of any and all taxes or duties. Such taxes and duties, when applicable, will be added to GlobalSign's invoices. Company will pay any taxes, fees and similar governmental charges related to the execution or performance of this Agreement, other than applicable income taxes imposed on GlobalSign related to its receipt of payments from Company.

If any undisputed invoiced amount is not received by GlobalSign by the due date, then without limiting GlobalSign's rights or remedies, (a) those charges will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and (b) GlobalSign may suspend or limit Company's access to the Portal or Service without notice until full payment is made. Company must notify GlobalSign of any fee disputes within thirty (30) days of the applicable invoice date or such invoice will be deemed accepted.

**8. Term; Termination.** The term of this Agreement will begin on the Subscription Start Date of the first Order Summary (the “Effective Date”) and will continue unless terminated earlier as provided herein.

8.1 Termination of Subscriptions. Each Subscription purchased by the Company will be governed by this Agreement. Unless terminated earlier in accordance herewith, each Subscription will continue for a period of one (1) year (“Subscription Term”). If you chose automatic renewal when you placed your order, the Subscription will renew automatically on the same terms and conditions for additional successive periods of one (1) year unless either party gives the other party notice of its intention not to renew the Subscription at least thirty (30) days prior to the end of the then current Subscription Term. Company can provide such notice via the Portal by changing the “automatic” renewal option to “manual” for the applicable Subscription. This notification obligation applies to companies who wish to cancel an existing Subscription or purchase a new Subscription. Company is responsible for notifying GlobalSign of such request in order to cancel the renewal and payment obligations under any existing Order Summaries. If you chose manual renewal when you placed your order, your Subscription will not renew automatically. You must change the “manual” renewal option to “automatic” for the applicable Subscription in the Portal or purchase a new Subscription to continue use of the Service.

8.2 Termination of Agreement. This Agreement and any active Subscriptions may be terminated by Company at any time upon no less than thirty (30) days’ written notice to GlobalSign. This Agreement and any active Subscriptions may be terminated by GlobalSign upon not less than thirty (30) days’ written notice to Company (a) if Company materially breaches this Agreement and such breach continues for a period of thirty (30) days after notice thereof has been given by GlobalSign; (b) if Company files for bankruptcy, ceases to carry on business, or undergoes liquidation; (c) if Company is unable to perform a material portion of its obligations under this Agreement as a result of an event or events of *force majeure* for a period of not less than thirty (30) days; or (d) if Adobe discontinues the AATL program or GlobalSign is no longer a member of the AATL program. Company’s failure to comply with the AATL Technical Requirements breach of Section 5 (Company Obligations) shall be considered a material breach of this Agreement. Either party may terminate this Agreement immediately upon written notice if the other party is in breach of Section 11 (Confidentiality) section of this Agreement. This Agreement and any active Subscriptions may be terminated by GlobalSign at any time upon no less than ninety (90) days’ written notice to Company.

**9. Effect of Termination.** Upon termination of this Agreement in any manner, (1) Company shall immediately pay GlobalSign any outstanding fees; (2) Company shall discontinue use of the Service, and (3) all rights and obligations of the parties under this Agreement shall cease immediately except the terms and conditions of this Agreement shall continue to apply to any signings created prior to the termination until the expiration or earlier revocation of the Certificate; and the following Sections which shall survive any expiration of termination: 7 and 9 - 16.

## **10. Warranty and Disclaimer**

**(a) Compliance with Laws.** Each party warrants that it shall comply with all applicable federal, state, and local laws and regulations applicable to GlobalSign’s provision and/or use of the Service, as applicable. Each party shall comply, at its own expense, with all sanction laws, import and export laws, restrictions, national security controls, and regulations of any applicable country’s agency or authority (collectively “Laws”). Each party warrants that it is not designated or otherwise subject to economic sanctions or other restrictions pursuant to the Laws and that no individual or entity designated or otherwise subject to economic sanctions under the Laws owns a 50% or more interest in such party, and does not control such party, directly or indirectly. Such warranty is continuing in nature and each party shall advise the other party immediately of any change that affects this warranty. Neither party shall import, export, re-export, or authorize the export or re-export of the Service or

any other product, technology or information that it obtains or learns of hereunder, or any copy or direct product thereof, in violation of any Laws, or without any required license or approval.

**(b) Authority.** Each party warrants that it is validly existing and in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into this Agreement and that this Agreement has been duly executed and delivered by such party and constitutes the valid and binding obligation of such party.

**(c) Subscriber Information.** Company warrants that all information and representations made by the Subscriber are true.

**(d) Personal Data.** Company warrants that (i) it has the necessary rights to provide any personal data or other information that Company provides to GlobalSign, and (ii) providing such information does not violate any applicable data privacy law, contract or privacy policy. The terms of the GlobalSign data processing addendum at <https://www.globalsign.com/en/repository/GlobalSign-DPA.pdf> (“DPA”) are hereby incorporated by reference and shall apply to the extent GlobalSign processes any Company Personal Data, as defined in the DPA.

**(e) No Other Warranty.** EXCEPT AS PROVIDED IN THE GLOBALSIGN CERTIFICATION PRACTICE STATEMENT AT <https://www.globalsign.com/repository/>, AND TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, GLOBALSIGN DISCLAIMS ALL OTHER WARRANTIES AS TO THE USE, DELIVERY, LICENSE, PERFORMANCE OR NONPERFORMANCE OF, USE OR INABILITY TO USE THE SERVICE, SOFTWARE, DOCUMENTATION OR ANY OTHER SERVICES OFFERED OR CONTEMPLATED BY THIS AGREEMENT, EXPRESS OR IMPLIED. GLOBALSIGN EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

## 11. Confidentiality

11.1 “Confidential Information” means all information that is provided or made available to one party (the “Receiving Party”) by the other party (the “Disclosing Party”). Confidential Information includes, but is not limited to: inventions, technologies; strategies; trade secrets; customer and supplier lists; product designs and pricing information; processes; formulas; business plans; employer and consumer information; employee data; product licensing plans; budgets, finances, and financial plans; production plans and protocols; systems architecture, technology, data, and methods, and any other information that by its nature would typically be considered non-public information. Confidential Information may be conveyed to the Receiving Party in written, electronic, or oral form, and includes any information that may be derived from or developed as a result of access to the Disclosing Party’s facilities, as well as all notes, reports, evaluative materials, analyses or studies prepared by the Receiving Party or its directors, officers, employees, agents and advisors (collectively, such Party’s “Representatives”) regarding or relating to the Disclosing Party or its Confidential Information.

11.2 The Receiving Party will protect, and will ensure its employees, officers, agents and contractors will protect Confidential Information by using the same degree of care as Receiving Party uses to protect its own Confidential Information of a like nature (but no less than a reasonable degree of care) to prevent the unauthorized use, dissemination, disclosure or publication of such Confidential Information. The Receiving Party may disclose the Confidential Information only to those of its affiliates and their respective employees and advisors who have a need to know and who are under an obligation of confidentiality at least as restrictive as that contained herein. GlobalSign may also disclose the Confidential Information as may be required for GlobalSign to fulfill its obligations under the Adobe AATL program, subject to appropriate



confidentiality provisions. Confidential Information received may be used only to fulfill the purposes of the Agreement. If a Receiving Party or any of its respective affiliates is requested or required by subpoena, court order, or similar process or applicable governmental regulation to disclose any Confidential Information, Receiving Party agrees to provide the Disclosing Party with prompt notice of such request or obligation so that the Disclosing Party may seek an appropriate protective order or procedure if it elects to do so. The Receiving Party's obligations with respect to particular Confidential Information will expire three (3) years after the termination of this Agreement.

11.3 The foregoing confidentiality obligations will not apply to Confidential Information that (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of the Receiving Party; (b) is known by the Receiving Party prior to disclosure as noted by tangible record; (c) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing party; or (d) the Receiving Party rightfully obtains without a duty of confidentiality from a third party who has the right to transfer or disclose it; (e) is disclosed under operation of law; or (f) is disclosed by the Receiving Party with the prior written approval of the disclosing party.

**12. Ownership.** Except for the rights expressly granted under this Agreement, all right, title and interest in and to the Service, Service APIs, and Portal is owned exclusively by GlobalSign. GlobalSign retains all right, title, and interest in and to the Service and all other products, software, documentation, works, and other intellectual property created, used, or provided by GlobalSign for the purposes of this Agreement, and all modifications, improvements and derivative works of the same.

### **13. Indemnification**

13.1 GlobalSign will settle and/or defend at its own expense and indemnify and hold harmless Company against any cost, loss or damage from any claim, demand, suit or action brought by a third party against Company alleging that use of the Service by Company as permitted hereunder infringes upon any copyright, trademark, trade secret, United States or European patent or other intellectual property right of any third party.

Should the Service become, or in GlobalSign's sole opinion likely to become, the subject of any claim or action for infringement, GlobalSign may (a) procure, at no cost to Company, the right for Company to continue using the Service as contemplated hereunder; (b) modify the Service, without loss of material functionality or performance, to render the Service non-infringing; or (c) if the foregoing alternatives are not reasonably available to GlobalSign, terminate this Agreement.

GlobalSign's indemnification obligation will not apply to infringement actions or claims to the extent that those actions or claims are based on or result from: (i) modifications made to the Service by or on behalf of Company, or (ii) the combination of the Service with items not supplied by GlobalSign.

13.2 Company will settle and/or defend at its own expense and indemnify and hold harmless GlobalSign against any cost, loss or damage from any claim, demand, suit or action brought by a third party against GlobalSign arising out of or related to any breach of the Agreement by Company.

13.3 The party seeking indemnification (the "Indemnified Party") agrees to promptly notify the party providing indemnification (the "Indemnifying Party") in writing of any indemnifiable claim. The Indemnifying Party shall control the defense and settlement of an indemnifiable claim. The Indemnified Party shall cooperate in all reasonable respects with Indemnifying Party and its attorneys in the investigation, trial, defense and settlement of such claim and any appeal arising therefrom. The Indemnified Party may participate in such investigation,

trial, defense and settlement of such claim and any appeal arising therefrom, through its attorneys or otherwise, at its own cost and expense.

**14. Limitation of Liability.** GlobalSign’s aggregate liability to Company for any and all claims arising out of or relating to this Agreement, or the use of or inability to use the Service, will in no event exceed the amount of fees paid by Company for the Service, including any Subscriptions, within the one (1) year period immediately prior to the event that gave rise to its claim.

**15. Limitation of Damages.** GlobalSign shall not be liable to Company for any special, consequential, incidental or indirect damages including, but not limited to, loss of profits, revenue, or damage to or loss of data arising out of the use of or inability to use the Service or Certificates whether or not GlobalSign has been advised of the possibility of such damages.

**16. Governing Law and Jurisdiction.** The (i) laws that govern the interpretation, construction, and enforcement of this Agreement and all matters, claims or disputes related to it, including tort claims, and (ii) the courts that have exclusive jurisdiction over any of the matters, claims or disputes, are set forth in the table below.

<b>GlobalSign Billing Entity</b>	<b>Governing Law</b>	<b>Venue</b>
Japan	Japan	Tokyo District Court, Japan
China	China	Shanghai, China
United Kingdom	England and Wales	London, England
Europe	Belgium	Leuven, Belgium
North America, South America, Latin America	New Hampshire, USA	State and federal courts of New Hampshire
Singapore	Singapore	Singapore
Philippines	Philippines	Makati City, Philippines
Country in Asia Pacific region other than Singapore or Philippines	Japan	Tokyo, Japan
India	Laws of Republic of India	Delhi, India
Russia	Russia Federation Laws	Moscow, Russia

## **17. Miscellaneous**

**17.1. Force Majeure.** Neither party shall be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts or measures of any governmental body, war, insurrection, sabotage, embargo, pandemic, fire, flood, strike or other, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services; provided however, that if a party suffering a force majeure event is unable to cure that event within thirty (30) days, the other party may terminate this Agreement.

**17.2. Notices.** Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, regular mail, or overnight courier service to the address specified in the Order Summary. Notices shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. A party may change its contact information below by providing notice of same in accordance herewith.

**17.3 Assignment.** Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the parties hereto. This Agreement may not be transferred or assigned by Company without GlobalSign's prior written consent. Any such purported transfer or assignment shall be void and of no effect and shall permit GlobalSign to terminate this Agreement.

**17.4 Severability.** If and to the extent that any court holds any provision of this Agreement to be unenforceable, such unenforceable provision shall be stricken and the remainder of this Agreement shall not be affected thereby. The parties shall in good faith attempt to replace any unenforceable provision of this Agreement with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

**18. Entire Agreement.** This Agreement, and any documents incorporated herein by reference constitute the entire agreement between the parties and supersedes any prior written or oral agreement or understanding with respect to the subject matter thereof. The terms of this Agreement, the Subscriber Agreement or CPS prevail over any terms or conditions contained in any other documentation and expressly exclude any of Company's general terms and conditions contained in any purchase order or other document issued by Company. In the event of any conflict between the terms of this Agreement, the Subscriber Agreement, CPS, TPS, and the terms of any Purchase Order or any other document issued by Company, the order of precedence shall be: this Agreement, the Subscriber Agreement, the CPS, and the TPS.

**19. Amendment.** GlobalSign may amend: this Agreement, the CPS, the TPS, or the Subscriber Agreement; and will give notice of any material changes by posting a new version on the Portal or by a means set forth in Section 17.2 (Notices). If such an amendment materially and adversely affects Company's rights herein, Company will have the right, as its sole and exclusive remedy in connection with such amendment, to terminate this Agreement during the 30-day period after GlobalSign's notice of such amendment, by providing written notice of termination to GlobalSign. Company's continued use of the Service after 30 days of GlobalSign's notice of the amendment constitutes Company's acceptance of the amendment.

**20. Language.** This Agreement is drafted in the English language. Any notice given under or in connection with this Agreement shall be in English. All other documents provided under or in connection with this Agreement shall be in English or accompanied by a certified English translation. The English language version of this Agreement and any notice or other document relating to this Agreement shall prevail if there is a conflict.

*[Agreement for Hosted Services v 1.1 August 18, 2020]*