PARTNER AGREEMENT  
  
PLEASE READ THIS AGREEMENT CAREFULLY BEFORE APPLYING FOR, ACCEPTING, OR USING A DIGICERT PARTNER ACCOUNT. BY APPLYING FOR, ACCEPTING, OR USING AN ACCOUNT OR BY CHECKING "I AGREE," YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, THAT YOU AGREE TO ITS TERMS, AND THAT YOU HAVE THE AUTHORITY TO OBTAIN THE DIGITAL EQUIVALENT OF A COMPANY STAMP, SEAL, OR OFFICIAL SIGNATURE TO ESTABLISH THE AUTHEITICITY OF PARTNER'S WEBSITE AND THAT PARTNER IS RESPONSIBLE FOR ALL USES OF THE ACCOUNT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE AN ACCOUNT. IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, PLEASE EMAIL DIGICERT AT LEGAL@DIGICERT.COM OR CALL 1-800-635-8951.  
  
This partner agreement is between DigiCert, Inc., a Utah corporation ("DigiCert") and the entity applying for a DigiCert partner account as identified during the partner account registration process ("Partner"). By accepting this agreement on behalf of Partner, you represent that you (i) are acting as an authorized representative of Partner, and (ii) are expressly authorized by Partner to accept this agreement and approve certificate requests on Partner's behalf. Partner and DigiCert agree as follows:  
  
1. Appointment of Partner.  
  
1.1. Account. After Partner is verified under Section 1.3, DigiCert will provide Partner a password and user name to access DigiCert's online ordering interface ("Account"). Partner may use the Account to order DigiCert products and services for Partner and Partner's customers. Partner will keep its Account user name and password confidential and secure. Partner is responsible for any use of its Account, even if the use was not authorized by Partner. Partner will promptly notify DigiCert if it suspects a compromise of its Account or if the Account is accessed without Partner's authorization. Partner is solely responsible for ensuring that all orders are properly placed through the Account.   
  
1.2. Licenses. Effective immediately after Partner is verified under Section 1.3 and subject to Partner's compliance with the terms and conditions of this agreement, DigiCert grants Partner a world-wide, limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to market and sell, during the agreement's term, the products and services listed in the Account. DigiCert retains all rights not expressly granted in the Account or in DigiCert's products and services. DigiCert may modify the products and services listed in the Account without notice. Partner will become sufficiently knowledgeable about DigiCert's products and services to demonstrate, market, and provide basic training on the products and services.  
  
1.3. Verification. The licenses granted herein to Partner are contingent upon and only effective after DigiCert successfully verifies Partner's identity and existence. If DigiCert cannot verify Partner to DigiCert's sole satisfaction, then DigiCert may terminate this agreement, without liability or further obligation, by denying access to the Account.   
  
1.4. Information. Partner represents that the information it provides to DigiCert is complete and accurate. Partner will provide any additional information reasonably requested by DigiCert within 5 business days after receiving the request. Partner will notify DigiCert within 5 business days if any information provided to DigiCert by Partner changes or becomes inaccurate. If DigiCert reasonably believes that any information provided by Partner is or becomes false or misleading, DigiCert may restrict access to products and services or the Account.  
  
1.5. Non-Exclusive. DigiCert may appoint or license other parties, resellers, partners, or distributors, each of which could have different contractual benefits and obligations. DigiCert may market and sell the products and services directly to third party distributors and customers without incurring any obligation for commission or compensation to Partner.  
  
1.6 Disputes. DigiCert is not obligated to resolve any disputes between Partner and its customers. If DigiCert elects to investigate or become involved in a dispute, then DigiCert may do so without liability to Partner.  
  
2. Products and Services.  
  
2.1. Qualifications. Prior to providing products and services to Partner or its customers, DigiCert may require that the Partner's identity and operations be validated in accordance with DigiCert's Certification Practice Statement available at https://www.digicert.com/ssl-cps-repository.htm. DigiCert is solely responsible for determining whether a Partner or its customers qualifies for a product or service and may require the Partner or its customers to execute an agreement with DigiCert governing the Partner's or its customers' rights and responsibilities with respect to the products and services. DigiCert may refuse to provide products and services to a Partner or its customers in its sole discretion.  
  
2.2. Ordering. DigiCert is not responsible for any links or content provided to assist Partner in marketing and selling DigiCert's products and services. Partner is solely responsible for ensuring that any URLs placed on its website accurately point to its Account. DigiCert is not responsible for paying any commission to Partner for orders that are placed through an incorrect URL.  
  
2.3. Reports. DigiCert may make an electronic monthly report available through the Account that lists the products and services ordered through the Account. If any information in the report is inaccurate or missing, then Partner must notify DigiCert of the inaccuracy or omission within 10 days after the report is made available. DigiCert may revise any report and make adjustments to compensation based off a report if DigiCert believes the report contains inaccurate information. Partner must dispute any changes DigiCert makes to a report within 10 days after the change is posted to Partner's Account.   
  
3. Compensation.  
  
3.1. Customer Pricing. Partner is responsible for paying DigiCert for the products and services ordered through the Account, regardless of who actually placed the order.   
i. DigiCert is solely responsible for setting the price in the Account for products and services. DigiCert may amend the price in the Account and the prices on its website at any time by updating the price information. Prices shown in the Account may not correspond to pricing listed on DigiCert's website, and DigiCert is not required to keep Partner pricing the same as its own retail pricing or any other discount, promotional, or market-test pricing.   
ii. If Partner allows customers to order products and services using ordering URLs that link to the Account, then the customers may order products and services for the price listed in the Account and may pay DigiCert directly for such products and services. Partner will be compensated in accordance with Section 3.2.   
iii. If Partner places an order through the Account for a customer, then Partner may establish the price it charges the customer for the products and services and is responsible for collecting payment from the customer.   
iv. DigiCert is not obligated to provide any invoices and financing arrangements to Partner's customers.   
v. DigiCert is not obligated to refund any amount paid for a product or service. DigiCert may adjust any amounts paid or owed by Partner to account for price changes or return of products and services by a Partner for a credit, chargeback, or similar refunds. Pricing and reports are shown in United States dollars.  
  
3.2. Compensation.  
i. If the Account is configured to provide Partner a commission on products and services ordered through the Account, then Partner's sole compensation for any services rendered under this agreement is the commission paid by DigiCert for the sale of each product or service.   
a. Commissions are listed in the Account and are calculated based on the number of products and services ordered through the Account during the 12 months prior to when the order is placed. DigiCert may change commission levels at any time by sending notice through the Account. All modified commission levels are effective immediately after notice is sent.  
b. DigiCert pays commissions either as (1) a credit towards the purchase of additional products and services, (2) a discount on ordered products and services, or (3) a cash payment by check. The commission level differs depending on the payment option selected by Partner. The Account defaults to paying commissions as a credit.   
c. DigiCert pays commissions by check once the commission amount exceeds $100 USD ("Minimum Commission"). If any amount owed is less than the Minimum Commission, DigiCert will carry the commission forward each month until the total commission is at least Minimum Commission.   
d. DigiCert will pay commissions within 30 days after the end of the month in which the commission owed exceeds the Minimum Commission. DigiCert's determination on the amount of any commission, including determining which commission level applies to Partner, is final and binding.  
e. DigiCert may refuse to pay commissions until Partner has provided any tax forms and information reasonably requested by DigiCert. At a minimum, Partner must provide DigiCert its taxpayer identification number prior to DigiCert paying a commission.   
ii. If the Account is configured to provide Partner a discount on products and services, then Partner's sole compensation for any services rendered under this agreement is the price charged to its customer for the certificates. Partner will receive the discount on each product and service specified in the Account, which discount may be revised in DigiCert's sole discretion. If Partner is given a tiered discount, the tier is calculated based on the number of products and services ordered through the Account during the 12 months prior to when the order is placed. DigiCert may change discount levels at any time by sending notice through the Account. All modified discount levels are effective immediately after notice is sent.  
iii. Partner is not provided any compensation for orders taking place outside of the Account provided to Partner, even if the Partner was provided compensation on a previous order made by the customer. A limit of one discount or commission is provided per order.   
iv. Notwithstanding Section 11 of this Agreement, if a disagreement arises over a commission or compensation, then the parties will meet and discuss the disagreement in good faith to determine a resolution. If the parties are unable to reach an agreement within 10 days, then DigiCert's determination of the appropriate commissions and compensation controls, but Partner may terminate this agreement without further notice.  
  
3.3. Taxes. This agreement is entered into, and all of the services are performed and provided, entirely within the United States of America. All fees for services are exclusive of any taxes, however imposed, e.g. sales tax, income tax, or VAT. Partner is solely responsible for calculating, collecting, and paying all tax obligations resulting from Partner's marketing and selling the products and services. Including sales tax, income tax, GST or VAT. Partner may not withhold or offset any amount owed to DigiCert for any reason. If a withholding or deduction is required by law, then Partner must pay an additional fee that is equal to the amount withheld, causing DigiCert to receive a net amount from Partner that is equal to the amount DigiCert would receive if a withholding or deduction were not required.  
  
4. Intellectual Property Rights.   
  
4.1. DigiCert's Rights. DigiCert retains, and Partner will not obtain or claim, all ownership rights in:   
i. DigiCert's products and services, including all techniques and ideas embedded therein,   
ii. all copies or derivative works of DigiCert's products and services, regardless of who produced, requested, or suggested the copy or derivative work,   
iii. all documentation and materials provided by DigiCert to Partner, and   
iv. all DigiCert's copyrights, patent rights, trade secret rights and other proprietary rights.  
  
4.2. Partner Rights. Partner retains, and DigiCert will not obtain or claim, any ownership rights, interest, or title in any Partner products bundled with DigiCert's products or services.   
  
4.3. Marketing. Subject to Section 4.4, DigiCert hereby grants Partner a non-exclusive, non-transferable, non-sublicensable, royalty-free license for the duration of this agreement to use DigiCert's marketing material to market and promote DigiCert's products and services. Partner may not modify or rebrand any of DigiCert's product and services. Partner will not make any public statement regarding this agreement, DigiCert's Partner program, or DigiCert's products and services without DigiCert's prior written approval and may only use facts that DigiCert itself uses to publicly market and sell the products and services. Partner may not publicly disseminate any reviews of DigiCert or its products and services unless such reviews accurately disclose Partner's relationship with DigiCert. Partner will not copy or create a website that has the look or feel of a website owned by DigiCert.   
  
4.4. Use of Trademarks. Partner may use DigiCert's trademarks in accordance with the Trademark Usage Guidelines posted on DigiCert's website and solely for marketing and selling DigiCert's products and services. DigiCert may use Partner's trademarks to advertise DigiCert's partner program. Each party must properly attribute ownership of the other party's trademarks and avoid any use that could cause confusion or dilution of a trademark. Partner will not:   
i. register a DigiCert trademark or any confusingly similar mark,   
ii. incorporate a DigiCert trademark in any Partner or third party product or service, except with respect to Partner's websites that are promoting or selling DigiCert's products or services,  
iii. use any DigiCert trademark as part of Partner's domain, company, trade, product, or service names, except with the express written permission of DigiCert, or  
iv. make available DigiCert's products and services in a way that might diminish or damage DigiCert's reputation, including using a DigiCert trademark on a website that could be considered associated with crime, defamation, or copyright infringement.   
  
4.5. Restrictions. Partner will protect DigiCert's intellectual property, good will, and reputation when promoting, selling, or using DigiCert's services or products. Partner may not decompile or create derivative works of the Account or any DigiCert product or service without the prior written consent of DigiCert. DigiCert may terminate this agreement or restrict access to the Account if DigiCert reasonably believes that Partner is using, directly or indirectly, the products or services to make accessible any material that infringes the rights of a third party.  
  
4.6. Third Party Content. Any third party content made available by DigiCert is the sole responsibility of the entity from which such content originated. This agreement does not give any rights to such content. DigiCert does not endorse any such content and is not responsible for any damage or loss caused by Partner's use or reliance on any content, goods, services, or information available through third party sources, regardless of how presented. If DigiCert provides Partner with means of communicating with other DigiCert resellers or partners, such as through forum, email, or bulletin board services, Partner will use such services only in accordance with the service's written policies.   
  
4.7. Information. DigiCert has a worldwide, unlimited, irrevocable, transferable, and non-exclusive license to any information submitted to it in connection with its products or services.  
  
5. Additional Obligations.  
  
5.1. Non-Solicit. Partner will not market, solicit, or sell DigiCert's products and services to any current customer of DigiCert unless Partner has a prior existing business relationship with that customer. Partner will not solicit any DigiCert customer to switch to a different digital certificate service provider or to a different DigiCert account during the term of this agreement and for a period of 12 months after expiration of this agreement.  
  
5.2. Partner Responsibilities. Partner is solely responsible for (i) its conduct, (ii) its website maintenance, operation, development, security and content, and (iii) all computers, telecommunication equipment, software, access to the Internet, and communications networks (if any) required to access and use the Account in a secure manner.  
  
5.3. Restrictions. Partner will not:   
i. include on its website or link to any content that is illegal or that infringes the rights of a third party,   
ii. interfere with the proper functioning of a DigiCert website or circumvent or attempt to circumvent any security measures used to secure DigiCert's systems,   
iii. intentionally ordirectly solicit current DigiCert customers with products or services that compete with DigiCert's products or services,  
iv. contact DigiCert's partners for any purpose unrelated to the partner's or DigiCert's products and services,  
v. participate in distributing unsolicited bulk correspondence,   
vi. violate any applicable laws or regulations or participate in activities that are designed to encourage unlawful behavior,   
vii. infringe on the rights of a third party,  
viii. distribute any files or software that may damage the operation of another's computer, or  
ix. take any action that could harm DigiCert's business or reputation or foreseeably impose an unreasonably large burden on DigiCert's servers.  
  
5.4. Lawful Use. Partner will abide by all applicable laws and regulations when marketing, selling, or ordering DigiCert's products and services, including United States export laws. Partner is responsible for obtaining and maintaining any license necessary to distribute DigiCert's products and services to its customers. Partner acknowledges that DigiCert's products and services are not available in all countries, and Partner is solely responsible for knowing where such products and services are available.  
  
5.5. Anti-Corruption.  
i. Partner represents and warrants that it and its directors, partners, principals, officers, and employees are familiar with the requirements of applicable local anti-bribery laws, the U.S. Foreign Corrupt Practices Act, and the U.K. Bribery Act ("Anti-Corruption Laws") and that none of them has violated, or will violate, any Anti-Corruption Laws. In particular, neither Partner nor any of its directors, partners, principals, officers, or employees has offered, made, promised to make, authorized, or ratified, and Partner agrees that it will not (and will cause its directors, partners, principals, officers and employees not to) offer, make, promise to make, authorize, or ratify any payment of money or gift of anything of value, directly or indirectly to any:   
a. government official or to any political party,   
b. person or entity when such offer, payment, transfer, or promise would violate the laws of the country in which made or the laws of any other jurisdiction, or   
c. other person or entity while knowing that any portion of those payments or transfers will be offered, made, or promised, directly or indirectly, to the persons referred to in subsections "a" or "b" above; in order to obtain or retain business for or with, or to direct business to any person or to secure any improper advantage.  
ii. Partner represents and warrants that it and its affiliates have effective disclosure controls and procedures and an internal accounting controls system sufficient to provide reasonable assurance that violations of the Anti-Corruption Laws will be prevented and, if detected, mitigated.  
iii. Partner represents and warrants that neither it nor any of its affiliates, directors, partners, principals, officers, employees and agents are on any list of sanctioned entities maintained by the United Nations, European Union, or the United States ("Restricted Entity") or is controlled by or acting on behalf of, directly or indirectly, any Restricted Entity.  
iv. Partner represents and warrants that neither it nor any of its affiliates, directors, partners, principals, officers, employees, or agents have directly or indirectly engaged or will engage in any business or dealings with any Restricted Entity.  
v. Partner will maintain accurate books and records associated with the transactions contemplated hereby, including without limitation, timesheets, work specifications, invoices, receipts, and documentation of expenses. Such records will be maintained for a period of not less than 5 years following completion of the transactions or matters to which they relate. All such records will be available for review and audit by DigiCert or its representatives during Partner's normal business hours, upon 5 days' prior notice from DigiCert, unless DigiCert has reason to believe that Partner may have violated any provision of Section 5.5, in which event no such notice will be required. Partner must cooperate with DigiCert in any such review or audit.  
vi. DigiCert may request that Partner certify at any time its compliance with the representations, warranties, and covenants set forth in Section 5.5, including as a payment condition of any amount due to Partner hereunder, and to refuse payment of any such amount if DigiCert has reason to believe that any certification provided by Partner is inaccurate. Any breach of the representations, warranties, and obligations found in Section 5.5 constitute a material breach of this agreement.  
  
6. Term and Termination.  
  
6.1. Term. This agreement commences upon DigiCert's acceptance of Partner's application for an Account and continues perpetually until terminated.  
  
6.2. Termination. In addition to the termination provisions in this agreement, either party may terminate this agreement for convenience by sending the other party 10 days prior notice. DigiCert may immediately terminate this agreement and suspend access to the Account if DigiCert reasonably (i) suspects that Partner is in material breach of this agreement, in which case Partner forfeits any earned but unpaid commissions, or (ii) believes that continuation of this agreement could materially harm DigiCert's business or reputation. A party's exercise of a right under this agreement to terminate or suspend services is not a breach of this agreement and is not a basis for liability, even if the party was aware that such termination or suspension of services would adversely affect the other party.  
  
6.3. Events Upon Termination. Upon termination, all rights granted to Partner herein are revoked, and Partner will (i) immediately cease marketing and selling DigiCert's products and services, (ii) immediately remove any trademarks or copyrighted material owned or provided by DigiCert from Partner's website(s), and (iii) within 10 days, return or destroy all Confidential Information obtained from DigiCert.   
  
7. Confidentiality.   
  
7.1. Definition. "Confidential Information" means any information disclosed by a party or a party's affiliates that is (i) designated as confidential (or a similar designation) at the time of disclosure, (ii) is disclosed in circumstances of confidence, or (iii) understood by the parties, exercising reasonable business judgment, as confidential. Confidential Information does not include information that (a) was lawfully known or received by the receiving party prior to disclosure, (b) is or becomes part of the public domain other than as a result of a breach of this agreement, (c) was disclosed to the receiving party by a third party, provided such third party, or any other party from whom such third party receives such information, is not in breach of any confidentiality obligation in respect of such information, or (d) is independently developed by the receiving party as evidenced by independent written materials.   
  
7.2. Protection and Use of Confidential Information. Partner will keep confidential all Confidential Information it receives from DigiCert or its affiliates. Partner will use provided Confidential Information only for the purpose of exercising its rights and fulfilling its obligations under this agreement and will protect all Confidential Information against disclosure using a reasonable degree of care. Partner may provide Confidential Information to its contractors if the contractor is contractually obligated to confidentiality provisions that are at least as protective as those contained herein. If Partner is compelled by law to disclose Confidential Information of DigiCert, Partner will use reasonable efforts to (i) seek confidential treatment for the Confidential Information and (ii) send sufficient prior notice to DigiCert to allow DigiCert time to seek protective or other court orders. Partner's obligations under this Section 7 survive this agreement for as long as such information remains confidential.  
  
8. Privacy Policy.   
  
8.1. Provided Information. DigiCert may rely on and use the information provided by Partner for any purpose connected to DigiCert's products and services, provided that such use is in compliance with DigiCert's privacy policy posted at https://www.digicert.com/digicert-privacy-policy.htm.   
  
8.2. Advertising. DigiCert may send email and other communication to Partner for the purpose of managing DigiCert's partner program, including emails that contain promotional material, advertising offers, and contests. Partner may opt out of receiving promotional material by following the instructions included in each promotional email or by sending notice to DigiCert that specifically states that Partner no longer wishes to receive promotional material. Any such opt out is effective 30 days after DigiCert's receipt of the notice.   
  
8.3. Access to Information. If DigiCert transfers control of any portion of the partner program to a separate entity, such as to a purchaser of the partner program or if DigiCert engages an affiliate or subcontractor to manage the partner program, then DigiCert may disclose or transfer information to the acquirer, affiliate, or subcontractor and may make its database of information available to such entity.   
  
9. Indemnity.   
  
9.1. Obligation. Partner will indemnify DigiCert and its contractors, agents, employees, officers, directors, shareholders, affiliates, and assigns (each an "Indemnified Party") against all liabilities, claims, damages, costs, and expenses (including reasonable attorney's fees) of a third party related to (i) Partner's breach of this agreement, (ii) a non-DigiCert product or service provided or sold by Partner, (iii) Partner's violation of a law or regulation, (iv) Partner's marketing activities, or (v) Partner's infringement on the rights of a third party. Partner's indemnification obligations survive termination of this agreement.  
  
9.2. Indemnification Procedure. An Indemnified Party must notify Partner promptly of any event requiring indemnification. However, an Indemnified Party's failure to notify will not relieve Partner from its indemnification obligations, except to the extent that the failure to notify materially prejudices Partner. Partner may assume the defense of any proceeding requiring indemnification unless assuming the defense would result in potential conflicting interests as determined by the Indemnified Party in good faith. An Indemnified Party may, at Partner's expense, defend itself until Partner's counsel has initiated a defense of the Indemnified Party. Even after Partner assumes the defense, the Indemnified Party may participate in any proceeding using counsel of its own choice and at its own expense. Partner may not settle any proceeding related to this agreement unless the settlement also includes an unconditional release of liability for all Indemnified Parties.  
  
9.3. Additional Liability. Partner's indemnification obligations are not DigiCert's sole remedy for Partner's breach of this agreement and are in addition to any other remedies that DigiCert may have against Partner.   
  
10. Disclaimer of Warranties and Limitation of Liability.  
  
10.1. Warranty Disclaimers. DIGICERT'S PRODUCTS AND SERVICES, INCLUDING THE ACCOUNT, ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIGICERT DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DIGICERT DOES NOT WARRANT THAT ANY PRODUCT OR SERVICE WILL MEET PARTNER'S EXPECTATIONS OR THAT ACCESS TO PARTNER'S ACCOUNT WILL BE TIMELY OR ERROR-FREE. DigiCert does not guarantee the availability of any products or services and may modify or discontinue any product or service offering at any time.  
  
10.2. Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED BY LAW, PARTNER WAIVES ALL LIABILITY OF DIGICERT FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR PUNATIVE DAMAGES THAT COULD OCCUR UNDER THIS AGREEMENT, INCLUDING ALL DAMAGES FOR LOST PROFITS, REVENUE, OR DATA. THIS WAIVER APPLIES EVEN IF DIGICERT WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. The waivers herein apply regardless of (i) whether DigiCert was aware of the possibility of the damages, (ii) the reason for or nature of the liability, including tort claims, (iii) the number of claims, (iv) the extent or nature of the damages, or (v) whether any other provisions of this agreement is breached or proven ineffective.  
  
10.3. Force Majeure. Neither party is liable for any failure or delay in performing an obligation under this agreement to the extent that such failure or delay is beyond the party's reasonable control. Partner acknowledges that the Account and DigiCert's products and services are subject to the operation and telecommunications infrastructures of the Internet and the operation of Partner's Internet connection services, all of which are beyond DigiCert's control.  
  
10.4. Injunctive Relief. Partner acknowledges that its breach of this agreement will result in irreparable harm to DigiCert that cannot adequately be redressed by compensatory damages. Accordingly, in addition to any other available legal remedies, DigiCert may seek and obtain an injunctive order against a breach or threatened breach of the agreement.   
  
10.5. 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 1 year from the date when the cause of action occurred.   
  
10.6. Fundamental Term. The parties acknowledge that the limitations on warranty and liability in this Section 10 are fundamental terms of this agreement and are fair and reasonable in light of the relationship between the parties.  
  
11. Arbitration.   
  
11.1. Method. The parties will settle all disputes and claims related to this agreement using arbitration which will be conducted by a single arbitrator in accordance with the Rules for Commercial Arbitration including Optional Rules for Emergency Measures of the American Arbitration Association then in effect. This arbitration is in lieu of any action at law or equity; except for actions seeking injunctive or other equitable relief. Arbitration will take place in a location mutually agreed to by the parties and if no place can be agreed upon then in Orem, Utah. The award of the arbitrator is binding and final upon all parties. Either party may have a court with proper jurisdiction enter the award. This agreement remains in full force and effect while the outcome of the arbitration proceeding is pending. The arbitrator will follow applicable law in conducting the arbitration. The arbitration requirements in this Section 11 survive termination of this agreement.  
  
11.2. Costs and Awards. Each party will bear its costs for the arbitration; however, upon award of any judgment or conclusion of arbitration, the arbitrator will award the prevailing party the costs it expended in such arbitration. Unless the arbitrator otherwise directs, the parties, their representatives, other participants, and the arbitrator will hold the existence, content, and result of the arbitration in confidence. The arbitrator may not award punitive damages or speculative damages to either party and does not have the power to amend this agreement.  
  
12. General Provisions.  
  
12.1. Independent Contractors. The parties are independent contractors, without the authority to obligate or bind each other in any respect. Each party is responsible for its own expenses and employees. DigiCert is not responsible for Partner's acts or omissions or for any information found on websites or computers operated or controlled by Partner.  
  
12.2. Industry Standards. Both parties will comply with all industry or privacy standards applicable to the products and services. If industry standards change, DigiCert and Partner will work together in good faith to amend this agreement to comply with the changes.   
  
12.3. Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to the subject matter. In the event of an inconsistency between this agreement and the Certificate Services Agreement, the Certificate Services Agreement prevails. Statements on DigiCert's website that are not expressly referenced herein are not part of this agreement, are not representations by DigiCert, and do not create any contractual obligations on DigiCert. Section headings are for reference and convenience only and are not part of the interpretation of the agreement.  
  
12.4. Amendments. DigiCert may amend (i) the Certification Practice Statement, (ii) its privacy policy, and (iii) the conditions under which a Partner receives and uses DigiCert's products and services at any time. DigiCert may also suspend, limit, or modify its partner program at any time, including the conditions for participating in the partner program and the pricing, commissions, and discounts associated with DigiCert's products and services. Partner's continued use of the Account after an amendment to the agreement or after a limitation or modification of the partner program constitutes Partner's acceptance of the amendment, limitation, or modification.   
  
12.5. Waivers. A party's failure or delay in enforcing a provision of this agreement does not waive (i) the party's right to enforce the same provision later or (ii) the party's right to enforce any other provision of the agreement. A waiver is only effective if in writing and signed by the party benefiting from the waived provision.  
  
12.6. Governing Law. The laws of the state of Utah govern the interpretation, construction, and enforcement of this agreement and all proceedings arising out of it, including tort claims, without regards to any conflict of laws principals. The courts in the state of Utah County, Utah are the exclusive venue and jurisdiction for all proceedings and legal actions arising from this agreement.  
  
12.7. Invalidity and Severability. The invalidity or unenforceability of a provision in this agreement, as determined by a court or administrative body of competent jurisdiction, does not affect the validity and enforceability of the other provisions of this agreement. The parties will substitute any invalid or unenforceable provision with a valid or enforceable provision that achieves the economic, legal, and commercial objectives of the invalid or unenforceable provision.  
  
12.8. Notice. DigiCert will send notices of termination or breach of this Agreement to Customer by first class mail to the address listed in the Account, which notices are effective upon receipt. DigiCert will send all other notices by posting the notice in the Account or by email via the email address of Customer's administrator (and/or other alternate email address associated with Customer's Account if provided), or by regular mail. All such notices are effective when posted in the Account or when sent. It is Customer's responsibility to keep its email address current. Customer will be deemed to have received any email sent to the email address then associated with Customer's Account when DigiCert sends the email, regardless of whether Customer receives the email. Customer will send DigiCert notices in writing by postal mail that is addressed to DigiCert, Inc., Attn: General Counsel, 2801 North Thanksgiving Way, Suite 500, Lehi, Utah 84043. Notices from Customer are effective upon receipt.  
  
12.9. Assignment. Partner may not assign any of its rights or obligations under this agreement without the prior written consent of DigiCert. DigiCert may assign its rights and obligations without Partner's consent.   
  
12.10. Rights of Third Parties. No third party beneficiaries, intended or unintentional, have any rights or remedies under this agreement.  
  
This agreement was last updated February 20, 2017.