

LOCAL REGISTRATION AUTHORITY AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING. BY CHECKING "I AGREE" BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO IT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT CHECK BELOW AND DO NOT USE THE OSG ADMINISTRATOR'S ACCOUNT OR DIGICERT'S CERTIFICATE APPROVAL SYSTEMS. IF YOU HAVE ANY QUESTIONS REGARDING THIS AGREEMENT, PLEASE E-MAIL DIGICERT AT LEGAL@DIGICERT.COM OR CALL 1-800-896-7973.

DigiCert, Inc., a Utah corporation ("**DigiCert**") and The Trustees of Indiana University and ("**OSG Administrator**") previously entered into an agreement ("**OSG Agreement**") that allows OSG Administrator to appoint agents who may order certificates and assist in verifying and approving the issuance of Grid-Only Certificates to Subscribers. OSG Administrator has nominated Agent as an individual qualified to operate as an agent under the Agreement.

This local registration authority agreement ("**Agent Agreement**") is among DigiCert, the OSG Administrator, and You ("**Agent**") and governs your activities in assisting with the issuance and management of certificates that are issued under the OSG Agreement.

The parties agree as follows:

1. **Incorporation.** The OSG Agreement is incorporated herein by reference, and Agent shall abide by all requirements imposed on Registration Authorities in the OSG Agreement. Without limiting the generality of the foregoing, Agent is specifically subject to the following provisions of the OSG Agreement: limitations and DigiCert's revocation rights in Section 2.2; the requirements in Sections 3.1, 3.4, 3.6, 3.7, and 10.6; the representations in Sections 3.2 and 3.8; and DigiCert's rights under Sections 2.7, 3.9, 4.1, 6.2, and 10.6. All capitalized terms have the meaning assigned to them in the OSG Agreement except as otherwise provided herein.
2. **Appointment.** Agent is appointed as a Registration Authority under the Agreement as either an Account Administrator or an RA Agent, as designated by OSG Administrator to DigiCert. As a Registration Authority, Agent may validate Certificate applicants, request Certificates, appoint Sponsors, request revocation of Subscriber certificates, manage certificates, and participate in the Registration Authority processes described in the Registration Practices Statement (RPS). Agent may only approve domains for Certificate issuance and nominate other Registration Authorities if Agent is appointed as an Account Administrator. OSG Administrator and/or DigiCert may revoke Agent's appointment at any time and without notice by disabling Agent's access to the Certificate systems. Agent's appointment is non-exclusive.
3. **Compliance.** Agent shall abide by the RPS and the OSG Agreement at all times when participating in the Certificate management or issuance process. Without limiting the foregoing, Agent shall validate each Certificate applicant in accordance with the RPS. Agent shall protect the Authentication Mechanisms used to access the Certificate Systems, the same being deemed hereby as "Confidential Information". DigiCert may refuse to issue a Certificate approved by Agent for any reason. DigiCert may revoke an issued Certificate without notice to Agent for any reason stated in either the CPS or Subscriber Agreement.
4. **Sponsors.** Agent may appoint Sponsors under Section 2.3 to collect and submit the validation documentation required under the RPS; however, Agent is solely responsible for reviewing the information and ensuring compliance with the RPS. Agent shall submit the Sponsor's attestation to DigiCert at DigiCert's request.
5. **Intellectual Property Rights.** Agent shall abide by Section 4.1 of the OSG Agreement.
6. **Term and Termination.** This RA Agreement commences on execution and terminates when the OSG Agreement terminates or until terminated by a party as allowed herein. Agent may terminate this RA

Agreement by sending notice to DigiCert and OSG Administrator. DigiCert or OSG Administrator may terminate this RA Agreement without notice by terminating Agent's access to the Certificate systems. All licenses and rights granted to agent are revoked upon termination; however, the survival provisions of Section 6.5 apply equally to this LRA Agreement.

7. **Confidentiality.** Agent shall abide by the confidentiality provisions of Section 7 of the OSG Agreement
8. **Disclaimer of Warranties and Limitations of Liability.** Agent agrees that all provisions of Section 8 of the OSG Agreement apply to equally to Agent and this LRA Agreement.
9. **Audit.** Agent shall provide any information related to Agent's obligations under the RPS as requested by OSG Administrator or DigiCert within five Business Days of receiving the request. DigiCert may rely on and use any information provided by Agent for any purposes connected to the services, provided that such use is in compliance with the DigiCert's privacy policy posted at <http://www.digicert.com/digicert-privacy-policy.htm>.
10. **Miscellaneous.**
 - 10.1. **Limited Agency.** Agent is only acting as an agent of OSG Administrator and DigiCert for the purpose of validating Grid-only Certificates. No party is an agent of another party and does not have the power to bind or obligate another party. Each party is responsible for its own expenses and employees.
 - 10.2. **Entire Agreement.** This Agreement, along with the OSG Agreement, RPS, and CPS, constitute the entire agreement among the parties with respect to Agent's status as a Registration Authority. Except as otherwise allowed herein or in the OSG Agreement, a party may not amend this Agreement unless the amendment is both in writing and signed by all parties.
 - 10.3. **Waiver.** A party's failure to enforce or delay in enforcing a provision of this LRA 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 this LRA Agreement. A waiver is only effective if in writing and signed by the party benefiting from the waived provision.
 - 10.4. **Notices.** Agent shall send notices to DigiCert to 355 South 520 West, Canopy Building II, Suite 200, Lindon, UT 84042. DigiCert shall send notices to Agent via the email address provided to DigiCert when Agent applied to become a Registration Authority.
 - 10.5. **Assignment.** A party may not assign any right or obligation under this LRA Agreement without first obtaining the written consent of all other parties.
 - 10.6. **Governing Law and Jurisdiction.** The laws of the state of Indiana govern the interpretation, construction, and enforcement of this LRA Agreement and all matters related to it, including tort claims, without regards to any conflicts-of-laws principles. The parties hereby submit to the exclusive jurisdiction of and venue in the state and federal courts located in the State of Indiana.
 - 10.7. **Severability.** The invalidity or unenforceability of a provision under this LRA Agreement, as determined by a court or administrative body of competent jurisdiction, does not affect the validity or enforceability of the remainder of this LRA Agreement. The parties shall substitute any invalid or unenforceable provision with a valid or enforceable provision that achieves the same economic, legal, and commercial objectives as the invalid or unenforceable provision.
 - 10.8. **Interpretation.** The definitive version of this LRA Agreement is written in English. If this LRA Agreement is translated into another language and there is a conflict between the English version and the translated version, the English language version controls. Section headings in this LRA Agreement are for reference and convenience only and are not part of the interpretation of the LRA Agreement.

ACCEPTANCE

BY CHECKING "I AGREE", YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT YOU AGREE TO COMPLY WITH ITS TERMS. DO NOT CHECK "I AGREE" AND DO NOT PROCEED IF YOU DO NOT ACCEPT THIS AGREEMENT.