**MASTER REGISTRATION AUTHORITY AGREEMENT**

This master registration authority agreement (“**Agreement**”) is dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Effective Date**”) and is between DigiCert, Inc., a Utah corporation (“**DigiCert**”) and The Trustees of Indiana University (“**OSG Administrator**”).

DigiCert is a trusted certification authority and experienced provider of ITU X.509 v.3 digital certificates (“**Certificates**”), including IGTF certificates that are accredited by various Grid PMAs. OSG Administrator is a member of the Open Science Grid (OSG) community. OSG Administrator desires to provide DigiCert Certificates to OSG member organizations and affiliated individuals and have these members assist in validating and issuing Certificates. The parties agree as follows:

# Definitions

* 1. **“Account”** means a system account assigned to an Account Administrator or Agent RA in DigiCert’s Certificate systems that the account holder may use to control the issuance and management of Certificates.
  2. **“Account Administrator”** means an individual appointed as a Registration Authority by DigiCert and authorized by OSG to approve certificate requests, validate Certificate applicants, appoint sponsors, grant and limit the authority RA Agents, perform OSG’s obligations under this Agreement and the RPS, and perform all other actions necessary to operate OSG’s certificate systems.
  3. **“Agent RA”** means an individual appointed as a Registration Authority by DigiCert and authorized by OSG to approve certificate requests, validate Certificate applicants, appoint sponsors, and fulfill the requirements related to Certificate issuance under this Agreement and the RPS.

# “Authentication Mechanism” means any method of authenticating an Trusted Agent Representative’s right to access the Account, including any username, login ID, password, code, number, or cryptographic key.

# “Compromise” means evidence that (i) the hardware device used to store a Private Key is missing, (ii) the Private Key was publicly disclosed, or (iii) that a third party is using a Private Key in a manner that does not conform with industry best practices.

# “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 (w) was lawfully known or received by the receiving party prior to disclosure, (x) is or becomes part of the public domain other than as a result of a breach of this Agreement, (y) 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 (z) is independently developed by the receiving party as evidenced by independent written materials.

# “Certificate Practices Statement” or “CPS” refers to the DigiCert policies and procedures document which dictates the operation of DigiCert’s PKI infrastructure. DigiCert’s CPS document is available at <http://www.digicert.com/ssl-cps-repository.htm>.

# “Client Certificate” means a Grid-Only Certificate that lists an individual as the subject.

# “Documentation” means the Subscriber Agreements, Guidelines on Private Key Protection, CPS, licenses, agreements, policy documents, practice statements, technical assistance, know-how, product collateral, and other information of DigiCert related to the issuance of Certificates.

# “Grid-Only” means a Certificate that is chained to DigiCert’s grid root certificate, which is not available by default in the root store of browsers.

# “Guidelines on Private Key Protection” refers to the guidelines on private key generation and protection published by the PMA in which OSG participates.

# “Host Certificate” means a Grid-Only Certificate signed by a DigiCert root certificate and used to encrypt SSL/TSL communication. .

# “Intermediate Certificate” means a Certificate signed by the Private Key corresponding to the DigiCert grid root certificate that is used to sign Grid-Only Certificates issued under the RPS to Subscribers.

# “Publicly-Trusted” means a Certificate that is chained to a DigiCert root certificate embedded in the root store of one or more major browsers.

# “Registration Authority” means an entity appointed under the CPS to provide validation and certificate approval services on behalf of a set community. Registration Authorities include OSG Administrator, Account Administrators, and RA Agents.

# “Registration Authority Agreement” means an agreement that obligates a Registration Authority to abide by both the RPS and CPS and is substantially similar to the agreement contained in Exhibit A.

# “Registration Practice Statement” or “RPS” means a statement of practices detailing how the OSG community meets the requirements of this Agreement and the DigiCert CPS.

# “Sponsor” means an entity authorized by a Registration Authority to obtain and provide validation information in accordance with the RPS. Sponsors are considered Trusted Agents as defined in the CPS.

# “Subscriber” means an entity that applies for a Certificate.

# “Subscriber Agreement” means an agreement delineating the terms and conditions under which a Subscriber may receive and use a Certificate.

# Appointments

# Registration Authorities. DigiCert appoints OSG Administrator as a Registration Authority for the purpose of requesting, validating, and managing Grid-Only Certificates. In addition, DigiCert appoints each Agent RA and Account Administrator as Registration Authorities, effective immediately after (a) the authority of the Agent RA and/or Account Administrator is approved by either a previously-appointed Account Administrator or the OSG Administrator, and (b) the Agent RA or Account Administrator has executed a Registration Authority Agreement provided by DigiCert. OSG shall submit the documentation used to validate a Registration Authority and the executed Registration Authority Agreement directly to DigiCert.

# Authority. The authority of each Registration Authority appointed under this Agreement is limited to verifying applicants for Grid Only Certificates and managing Grid Only Certificates. Account Administrators may approve domains for Certificate issuance and nominate other individuals who may operate as Registration Authorities. An Account Administrators approval of a domain or nomination of a Registration Authority is binding on OSG Administrator, and OSG Administrator is fully responsible for such approval or nomination. DigiCert is not required to verify or confirm such approval or nomination in any manner. DigiCert may limit or terminate a Registration Authority’s authority under this Agreement if DigiCert reasonably believes that the Registration Authority has failed to materially follow its obligations under the RPS or such termination or limitation is necessary to protect DigiCert’s business or reputation. DigiCert may limit such authority by restricting or removing the Registration Authority’s access to DigiCert’s Certificate systems.

# Sponsors. Registration Authorities may appoint Sponsors to assist in collecting and submitting the identity verification information required to issue a Certificate under the RPS. Registration Authorities may only accept identity verification information from Sponsors if the Certificate applicant is an employee, agent, or member of, or has a contractual relationship with, the Sponsor’s organization. Sponsors shall submit an attestation of compliance with the RPS in a format requested by DigiCert when providing identity verification information. A Registration Authority shall confirm that the validation information provided by a Sponsor meets the requirements in the RPS prior to authorizing the corresponding Certificate’s issuance. A Registration Authority shall revoke a Sponsor’s authority if requested to do so by DigiCert. If a Sponsors authority is revoked then all Registration Authorities shall immediately cease relying on any information submitted by a Sponsor whose authority is revoked. DigiCert shall only request revocation of a Sponsor’s authority if DigiCert reasonably believes that the Sponsor has failed to materially abide by the RPS or CPS or that revocation of authority is necessary to protect DigiCert’s business or reputation.

# Responsibility. OSG Administrator is responsible for ensuring each Registration Authority’s compliance with the RPS and this Agreement. A Registration Authority’s failure to follow the RPS or this Agreement is considered a breach of this Agreement by the OSG Administrator. OSG Administrator is responsible for all Certificates verified or approved by a Registration Authority. On at least an annual basis, OSG Administrator shall review and update (as necessary) the entities appointed as Registration Authorities under this Agreement.

# Professional Services. In addition to Certificates, DigiCert may offer additional professional services to OSG Administrator. Prior to providing the services, OSG Administrator and DigiCert shall agree to a statement of work (“SOW”) that delineates the terms and scope of the project and any additional fees owed for such services.

# RPS. DigiCert and OSG Administrator have agreed to an RPS, which is incorporated herein by reference. The RPS describes how Registration Authorities will operate under the CPS and the procedures and processes that Registration Authorities follow in providing Certificate services to Subscribers. Registration Authorities shall strictly abide by the RPS when validating, issuing, or managing Certificates. OSG Administrator shall implement procedures and training to ensure that each Registration Authority abides by the RPS and this Agreement.

# RPS Amendments. DigiCert shall promptly notify OSG Administrator of any material changes to its CPS. Within five days after receiving notice from DigiCert of an amendment to the CPS relevant to a practice described in the RPS, OSG Administrator shall update its RPS to comply with the CPS changes and submit the updated RPS to DigiCert for its consideration and approval. If DigiCert is not satisfied with the RPS amendment, DigiCert may amend the RPS to extent reasonably necessary to comply with the CPS changes. Amendments to the RPS are effective and binding on all Registration Authorities immediately after OSG Administrator receives DigiCert’s approval of the amendment.

# Documentation. DigiCert will provide OSG Administrator with the documentation that DigiCert deems necessary for OSG Administrator to operate under the CPS and RPS. DigiCert grants OSG Administrator a limited, non-exclusive, revocable, and non-transferable license to use and reproduce the Documentation for the sole purpose of fulfilling its obligations under this Agreement. OSG Administrator may provide copies of the documentation to Registration Authorities who have executed a Registration Authority Agreement.

# Non-Exclusive. All rights granted herein to OSG Administrator or an RA Agent are non-exclusive.

# Certificates

# Verification. A Registration Authority shall validate each Certificate applicant in accordance with the RPS prior to authorizing issuance of the Certificate. A Registration Authority shall not authorize the issuance of a Host Certificate unless the Certificate requester has a valid Client Certificate.

# Qualifications. DigiCert has the sole right of approval over any Certificates requested under this Agreement, and DigiCert may refuse to issue a Certificate for any reason; however, DigiCert is not required to perform any additional verification or checking on Certificates authorized for issuance by a Registration Authority. Each Registration Authority acknowledges that DigiCert may rely on its authorization of the Certificate request and that such authorization is the Registration Authority’s representation that the RPS was followed in verifying and providing the Certificate.

# Subordinate CA.

# Issuance of Intermediate Certificate. OSG Administrator shall provide to DigiCert a proposed Certificate profile for a co-branded (branded for OSG and DigiCert) Intermediate Certificate that DigiCert will use to issue Grid-only Certificates to Subscribers. DigiCert may modify the proposed profile in its sole discretion, provided that DigiCert gives OSG Administrator email notice of the modifications. Once the proposed Certificate profile is satisfactory to DigiCert, DigiCert shall securely issue, sign, and store the Intermediate Certificate. DigiCert shall sign the Intermediate Certificate with its Grid-only root certificate. DigiCert may refuse to issue an Intermediate Certificate if DigiCert is not completely satisfied with the intended use of the Intermediate Certificate and the Intermediate Certificate’s profile.

# Ownership. DigiCert is the owner of all Intermediate Certificates. Neither OSG nor any Registration Authority may remove or directly access the Intermediate Certificate’s private keys, even if this Agreement terminates.

* + 1. Revocation. DigiCert may revoke the Intermediate Certificate if (i) OSG Administrator requests revocation in writing; (ii) industry standards change in a manner that requires revocation of the Intermediate Certificate, (iii) the Intermediate Certificate was compromised; (iii) if OSG Administrator fails to follow the procedures outlined in the RPS and CPS; or (iv) if OSG Administrator continues to use the Intermediate Certificate after the OSG Administrator’s license to use the Intermediate Certificate is revoked or terminated. DigiCert shall inform OSG Administrator in writing of its decision to revoke the Intermediate Certificate at least one day prior to doing so.
    2. CRL/OCSP Service. DigiCert shall provide and host CRL/OCSP services for the Intermediate Certificate and shall continue to provide the CRL/OCSP services after termination of the Agreement until all Certificates issued hereunder expire or are revoked.

# Subscriber Agreements. The issuance and use of Certificates to Subscribers is governed by DigiCert’s Subscriber Agreements. A Registration Authority shall verify that each Certificate applicant executed a DigiCert-provided Subscriber Agreement (either in writing or electronically) prior to authorizing the Certificate’s issuance. DigiCert may amend Subscriber Agreements without notice.

# Subscriber Certificates. DigiCert may revoke Certificates for the reasons listed in the Subscriber Agreement or CPS. A Registration Authority shall promptly inform DigiCert if it becomes aware of a security concern related to a Certificate or if a Subscriber has misused a Certificate. Registration Authorities shall assist DigiCert in preventing, curing, and rectifying any misuse by s Subscriber. Registration Authorities shall promptly notify DigiCert of any suspected security breach of DigiCert’s or a Registration Authority’s systems and of any event that may give rise to a party’s breach of this Agreement.

# Equipment and Infrastructure. Registration Authorities are responsible for their own conduct, equipment, and infrastructure and shall use commercially reasonable efforts to secure their infrastructure against any potential compromise. Each Registration Authority shall fully cooperate with DigiCert in any investigation of an incident involving a possible breach of security or system integrity and cooperate with law enforcement organizations as required by law.

* 1. Records. Registration Authorities shall record and store information in compliance with the RPS and in a manner that provides auditable proof of the Registration Authority’s compliance with the RPS and CPS. OSG Administrator shall gather theses records from other Registration Authorities and make the records available to DigiCert, within two days after receiving a request from DigiCert.
  2. Representations. By authorizing a Certificate’s issuance, OSG Administrator and the approving Registration Authority represent to DigiCert, the Subscriber, and each Relying Party that:
     1. a Registration Authority verified the identity of the Subscriber in accordance with the RPS,
     2. a Registration Authority has stored all information related to the Certificate’s issuance in accordance with the RPS,
     3. a Registration Authority has the authorizations and licenses necessary to issue and use the Certificate in the manner intended (including any licenses required by law and any authorizations required from the owner of the resources where the certificate will be installed and used) , and
     4. the Subscriber has executed a Subscriber Agreement.

# Audits. DigiCert may audit a Registration Authority’s compliance with this Agreement and the RPS at any time and at OSG Administrator’s reasonable expense. Whenever possible, DigiCert shall conduct the audit remotely from DigiCert’s office. OSG Administrator may submit documents related to an audit electronically. If industry standards or cross-certification requirements change and require OSG Administrator to obtain a WebTrust or similar third-party audit, OSG Administrator shall obtain the audit from a qualified auditor at OSG Administrator’s own expense.

# Restrictions. Registration Authorities shall not:

# interfere with the proper functioning of a DigiCert website or circumvent or attempt to circumvent any security measures used to secure DigiCert’s systems,

# knowingly contact DigiCert’s partners for any purpose unrelated to the partner’s or DigiCert’s products and services,

# without DigiCert’s prior approval, distribute unsolicited bulk correspondence promoting DigiCert or its products and services,

# knowingly infringe on the rights of a third party,

# knowingly distribute any files or software that may damage the operation of another’s computer, or

# take any action that foreseeably imposes an unreasonably large burden on DigiCert’s servers.

# Lawful Use. OSG Administrator shall abide by all applicable laws and regulations when marketing, selling, or ordering Certificates, including United States export laws.

# Disputes. DigiCert is not obligated to resolve any disputes between Registration Authorities and/or Subscribers. If DigiCert elects to investigate or become involved in a dispute, then DigiCert may do so without liability to a Registration Authority.

# Intellectual Property Rights and Marketing

# DigiCert’s Rights. DigiCert retains, and neither Registration Authorities nor Subscribers shall obtain or claim, all ownership rights in:

# the Certificates and any related software provided by DigiCert, including all techniques and ideas embedded therein,

* + 1. any services or products designed for or at a Registration Authority’s request unless provided otherwise in an applicable SOW,
    2. all copies or derivative works of the Certificates and any related software provided by DigiCert, regardless of who produced, requested, or suggested the copy or derivative work,
    3. all Documentation and other materials provided by DigiCert to OSG Administrator, and
    4. all of DigiCert’s copyrights, patent rights, trade secret rights and other proprietary rights.

# Marketing. Registration Authorities shall not make any public statement regarding this Agreement, DigiCert, or DigiCert’s Certificate services without DigiCert’s prior written approval and may only use facts that DigiCert has approved to publicly market and sell its Certificates. Registration Authorities may not publicly disseminate any reviews of DigiCert or its products or services unless such reviews accurately disclose the Registration Authority’s relationship with DigiCert. Registration Authorities shall not copy or create a website that has the look or feel of a website owned by DigiCert.

# Use of Trademarks. A Registration Authority may use DigiCert’s trademarks in accordance with the *Acceptable Use Policy* posted on DigiCert’s website and solely for promoting the Certificates. Each party shall properly attribute ownership of the other party’s trademarks and avoid any use that could cause confusion or dilution of a trademark. Registration Authorities shall not:

# register a DigiCert trademark or any confusingly similar mark,

# except with respect to OSG Administrator’s websites that are promoting the Certificates, incorporate a DigiCert trademark in any OSG Administrator or third party product or service,

# except with the express written permission of DigiCert, use any DigiCert trademark as part of OSG Administrator's domain, company, trade, product, or service names, or

# offer the Certificates for use 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.

# Non-Solicit. Each Registration Authority shall not market, solicit, or sell DigiCert’s products and services to any current customer of DigiCert.  Each Registration Authority shall 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.

# Restrictions. Each Registration Authority shall protect DigiCert’s intellectual property, good will, and reputation when promoting or using the Certificates. OSG Administrator shall not decompile or create derivative works of the Certificates unless allowed in the RPS or approved in writing by DigiCert.

# Information. DigiCert has a worldwide, unlimited, irrevocable, transferable, and non-exclusive license to any information submitted to it in connection with the Certificates, provided that all such information is used and protected in accordance with the DigiCert CPS.

# Fees, Pricing and Commissions

# OSG Administrator Pricing. Within 30 days of the Effective Date and on each anniversary of the Effective Date, OSG Administrator shall pay DigiCert an annual fee of $87,500 US. During the term of this Agreement, OSG Administrator may authorize the Registration Authorities, regardless of when appointed, to collectively order up to 6,000 1-year Grid-only Host Certificates and up to 2,500 1-year Grid-only Client Certificates. The Certificates may contain a collective maximum of 120 domain names. OSG Administrator may divide the Certificates among the Registration Authorities as it sees fit.

# Subscriber Fees. OSG Administrator is responsible for establishing and collecting any fees owed by third parties related to its services, including providing any invoices owed to such third parties. DigiCert is not obligated to pay OSG Administrator a fee for any services or products provided by OSG Administrator under this Agreement.

# 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. OSG Administrator is solely responsible for calculating, collecting, and paying all tax obligations resulting from OSG Administrator’s use or promotion of the Certificates. OSG Administrator may not withhold or offset any amount owed to DigiCert for any reason.

# Term and Termination

# Term. Unless terminated earlier as allowed herein, this Agreement commences on the Effective Date and continues for an initial term of two years. After the initial term, this Agreement will renew by mutual Agreement of the parties.

# DigiCert Termination. DigiCert may terminate this Agreement by giving written notice of the termination to OSG Administrator if:

# a Registration Authority is in material breach of this Agreement and such breach remains uncured more than 10 days after receipt of notice of the breach,

# a Registration Authority has failed to follow the RPS or committed a material breach of this Agreement that is incapable of being cured,

# a Registration Authority has engaged in illegal or fraudulent activity that could cause harm to DigiCert’s business or reputation, or

# OSG Administrator (a) has a receiver, trustee, or liquidator appointed over substantially all of its assets, (b) has an involuntary bankruptcy proceeding filed against it that is not dismissed within 30 days of filing, or (c) files a voluntary petition of bankruptcy or reorganization.

# DigiCert’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 DigiCert was aware that such termination or suspension of services would adversely affect OSG Administrator.

# OSG Administrator Termination. OSG Administrator may terminate this Agreement by giving written notice of the termination to DigiCert if:

# DigiCert is in material breach of this Agreement and such breach remains uncured more than 10 days after receipt of notice of the breach,

# DigiCert has engaged in illegal or fraudulent activity that could cause harm to OSG Administrator’s business or reputation, or

# DigiCert (a) has a receiver, trustee, or liquidator appointed over substantially all of its assets, (b) has an involuntary bankruptcy proceeding filed against it that is not dismissed within 30 days of filing, or (c) files a voluntary petition of bankruptcy or reorganization.

# OSG Administrator’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 OSG Administrator was aware that such termination or suspension of services would adversely affect DigiCert.

# Events Upon Termination. Upon termination, all rights granted to OSG Administrator herein are revoked, and OSG Administrator shall:

# within thirty (30) days, pay any amounts due under this Agreement,

# immediately remove any trademarks or copyrighted material owned or provided by DigiCert from OSG Administrator’s website(s), and

# within ten days, return or destroy all Confidential Information obtained from DigiCert.

# Notwithstanding the above, DigiCert shall continue to support the Certificate products until all Certificates under this Agreement have expired or been revoked. Termination does not affect any claim, demand, liability, or right arising prior the date of termination.

# Survival. Each party’s obligations under Section 7 (Confidentiality), 8 (Limitation of Liability), 9 (Indemnity), and 10 (Miscellaneous) survive termination of this Agreement. All requirements under RPS survive until the later of the RPS expiring or the length of time associated with the RPS obligation lapses.

# Confidentiality and Privacy Policy

# Confidential Information. Each party shall keep confidential all Confidential Information it receives from the other party. Each party shall use provided Confidential Information only for the purpose of exercising its rights and fulfilling its obligations under this Agreement and shall protect all Confidential Information against disclosure using a reasonable degree of care. Each party may provide Confidential Information to its contractors if the contractor is contractually obligated to confidentially provisions that are at least as protective as those contained herein. If a receiving party is compelled by law to disclose Confidential Information of the disclosing party, the receiving party shall use reasonable efforts to (i) seek confidential treatment for the Confidential Information and (ii) send sufficient prior notice to the disclosing party to allow the disclosing party time to seek protective or other court orders. Each party’s obligations under this Section 7 survive this Agreement for as long as such information remains confidential.

# Provided Information. DigiCert may rely on and use the information provided by a Registration Authority appointed under this for any purpose related to the issuance, use, and management of Certificates, provided that such use is in compliance with DigiCert’s privacy policy posted at <http://www.digicert.com/digicert-privacy-policy.htm> (“Privacy Policy”). If DigiCert reasonably believes that any information provided by OSG Administrator is false or misleading, DigiCert may (i) terminate this Agreement or (ii) restrict access to the Certificates and related software.

# Disclaimer of Warranties and Limitation of Liability

# Warranty Disclaimers. DIGICERT’S PRODUCTS AND SERVICES, INCLUDING THE CERTIFICATES, ARE PROVIDED "AS IS" AND "AS AVAILABLE”. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIGICERT DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES IN ITS PRODUCTS AND SERVICES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DIGICERT DOES NOT WARRANT THAT ANY PRODUCT OR SERVICE WILL MEET A REGISTRATION AUTHORITY’S, SPONSOR’S, OR SUBSCRIBER’S EXPECTATIONS OR THAT ACCESS TO DIGICERT’S SYSTEMS WILL BE TIMELY OR ERROR-FREE. DigiCert does not guarantee the availability of any product or service and may modify or discontinue any product or service offering at any time.

# Limitation of Liability. This Agreement does not limit a party's liability for (i) death or personal injury resulting from the negligence of a party or (ii) fraud or fraudulent statements made by a party. EXCEPT AS STATED ABOVE, DIGICERT’S MAXIMUM LIABLITY RESULTING FROM THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY OSG ADMINISTRATOR TO DIGICERT DURING THE 12 MONTHS PRIOR TO WHEN THE LIABILITY OCCURRED. EACH PARTY WAIVES ALL LIABILITY OF THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR PUNATIVE DAMAGES THAT COULD OCCUR UNDER THIS AGREEMENT, INCLUDING ALL DAMAGES FOR LOST PROFITS, REVENUE, OR DATA.

# Extent. The limitations on liability 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.

# Defective Certificates. If a Certificate contains a defect, DigiCert shall use commercially reasonable efforts to cure the defect after receiving notice from OSG Administrator. DigiCert is not obligated to correct a defect if (i) the Certificate holder misused, damaged, or modified the Certificate, (ii) If a Registration Authority had knowledge of the defect and did not promptly report the defect to DigiCert, or (iii) the Certificate holder breached any provision of its agreement with DigiCert.

# 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. OSG Administrator acknowledges that the Certificates and related software are subject to the operation of OSG Administrator’s and Trusted Agents’ Internet service operations, which are beyond DigiCert’s control.

# Injunctive Relief. Each Registration Authority 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.

# 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 three years from the date when the cause of action occurred.

# Cumulative Remedies. The rights and remedies provided herein are cumulative and are not exclusive of any other rights and remedies set forth herein or as allowed under applicable law.

# Indemnity

* 1. OSG Administrator Obligation. OSG Administrator shall indemnify and defend DigiCert and its contractors, agents, employees, officers, directors, shareholders, affiliates, and assigns against all liabilities, claims, and damages owed to or brought by a third party and any related costs, and expenses (including reasonable attorney's fees) that are based on the actions or omissions of a Registration Authority. OSG’s indemnification obligations under this section are not limited on the amount or types of damages and survive termination of this Agreement. Provided however, that the University’s obligations hereunder shall be limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of University as an instrumentality of the State of Indiana e.g. actions and conditions as to which the University is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant, so that it’s liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant in Indiana and all appropriate defenses had been raised by the University.

# Registration Authority Obligation. Each Registration Authority shall indemnify and defend DigiCert and its contractors, agents, employees, officers, directors, shareholders, affiliates, and assigns against all liabilities, claims, and damages owed to or brought by a third party and any related costs, and expenses (including reasonable attorney's fees) that are based on a Registration Authority’s actions or omissions, including the Registration’s Authority’s failure to abide by the RPS or CPS. A Registration Authority’s indemnification obligations under this section are not limited on the amount or types of damages and survive termination of this Agreement.

# DigiCert’s Obligation. DigiCert shall indemnify and defend OSG Administrator and its contractors, agents, employees, officers, directors, shareholders, affiliates, and assigns against all liabilities, claims, and damages owed to or brought by a third party and any related costs and expenses (including reasonable attorney's fees) that are based on:

# DigiCert’s material breach of this Agreement or violation of a law or regulation;

# Any statements, guarantees, and representations made by DigiCert in connection with DigiCert’s services;

# DigiCert’s failure to materially comply with the CPS;

# DigiCert’s tax obligations, and any penalties or interest associated with such taxes, imposed by a government authority with respect to payments based on DigiCert’s income,

# a third party claim of infringement on a patent, trademark, copyright, or trade secret rights of a third party based on the Certificates, provided that such claim of infringement is caused solely by the lawful use of the Certificates in the intended manner as described in the CPS.

# DigiCert’s indemnification obligations under this section are not limited on the amount or types of damages and survive termination of this Agreement.

# Indemnification Procedure. A party seeking indemnification under this Agreement (“Indemnified Party”) must notify the other party promptly of any event requiring indemnification. However, an Indemnified Party’s failure to notify will not relieve the indemnifying party from its indemnification obligations, except to the extent that the failure to notify materially prejudices the indemnifying party. The indemnifying party 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 the indemnifying party’s expense, defend itself until the indemnifying party’s counsel has initiated a defense of the Indemnified Party. Even after the indemnifying party assumes the defense, the Indemnified Party may participate in any proceeding using counsel of its own choice and at its own expense. The indemnifying party may not settle any proceeding related to this Agreement unless the settlement also includes an unconditional release of liability for all Indemnified Parties.

# General Provisions

# 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.

# Industry Standards and Laws. Both parties shall comply with all laws and industry standards applicable to the Certificates. If industry standards change, DigiCert and OSG Administrator shall work together in good faith to amend this Agreement to comply with the changes.

# Entire Agreement. This Agreement, along with all exhibits and documents attached or referred to herein, constitutes the entire agreement between the parties with respect to the subject matter, superseding all other prior agreements that might exist. 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. Headings used in the Agreement are for reference and convenience only and are not part of the interpretation of the Agreement. The parties may execute this Agreement in one or more counterparts, each of which is deemed an original of the Agreement and, when taken together, are deemed on instrument.

# Amendments. Except as otherwise allowed herein, neither party may amend this Agreement unless the amendment is in writing and signed by both parties. DigiCert may unilaterally amend any of the Documentation, Registration Authority Agreements, Sponsor Agreements, Subscriber Agreements, Privacy Policy, and the conditions under which a Subscriber or Registration Authority may receive and use Certificates.

# 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.

# Non-exclusive. DigiCert may appoint other resellers, Registration Authorities, agents, Trusted Agents, and distributors, each of which could have different contractual benefits and obligations. DigiCert may market and sell Certificates directly to both third party distributors and OSG members without incurring any obligation for commission or compensation to OSG Administrator. For the duration of this Agreement, Registration Authorities shall not resell, distribute, offer, or promote the products or services of a competitor of DigiCert.

# Governing Law. The laws of the state of Indiana 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 Indiana are the exclusive venue and jurisdiction for all proceedings and legal actions arising from this Agreement.

# 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 shall 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.

# Notice. The parties shall send all notices by personal delivery, registered mail, express mail, overnight mail, or facsimile, addressed as follows:

|  |  |
| --- | --- |
| If to DigiCert:  DigiCert, Inc.   355 South 520 West  Canopy Building II, Suite 200  Lindon, UT 84042 | If to OSG Administrator: |

Notice by registered mail is effective five days after mailing. Notice by overnight mail or express mail is effective two days after deposit. Notice by personal delivery is effective on the date of delivery. Notice by facsimile is effective the day after transmission.

# Assignment. A party may not assign any right or obligation under this Agreement without first obtaining the written consent of all other parties.

# Rights of Third Parties*.* No third party beneficiaries, intended or unintentional, have any rights or remedies under this Agreement unless this Agreement’s provisions are explicitly incorporated by reference into a written Agreement with the third party.

The parties are signing this Agreement as of the Effective Date.

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| **OSG ADMINISTRATOR**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **DIGICERT**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name  Tally Thrasher, C.P.M. | Name |
| Title Purchasing Contract Manager | Title |