

## Master Services Agreement

THIS MASTER SERVICES AGREEMENT (THE "MSA") GOVERNS YOUR USE OF THE SPECIFIC PRODUCTS OR SERVICE(S) PURCHASED BY YOU ("THE SERVICE(S)"). YOU MUST READ THIS MSA CAREFULLY BEFORE PURCHASING ONE OR MORE PRODUCTS OR SERVICES. BY CHECKING THE ACCEPTANCE BOX AND PLACING YOUR ORDER, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS MSA. IF YOU DO NOT AGREE TO THE TERMS OF THIS MSA, YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE SERVICE OR ANY PRODUCTS.

BY CHECKING THE ACCEPTANCE BOX, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ACCEPT THIS MSA 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 MSA WITH IDENTLY.

### 1. Definitions

API Credentials: An authentication method comprised of a key and secret used by Company to access the Service.

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

Certificate: An electronic document that uses a digital signature to bind a public key and an identity, i.e. digital certificate.

Certificate Pack: The quantity of Certificates available for use by Company during the Product Term.

Idently: The Idently entity identified on the Order Summary.

Idently Public Root: A Idently Publicly Trusted root certificate that is embedded into one or more root stores of application software vendors/browsers and undergoes an annual WebTrust audit. Idently Public Roots are listed in the CPS.

Individual: A natural person.

Industry Standards: The applicable (a) requirements adopted by the CA/Browser Forum, including without limitation, CA/Browser Forum Baseline Requirements for the Issuance and Management of Publicly-Trusted Certificates and Guidelines for the Issuance and Management of Extended Validation Certificates, (b) requirements applicable to Idently's inclusion in a trusted root store as adopted by an application software vendor, or (c) other applicable regulatory or quasi-regulatory standards.

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

Order Summary: The order document accepted by Company which sets out the Products or services purchased, certain Product features, length of term and fees payable, each representing an individual purchase which is governed by this MSA.

Organization Validated (OV) Certificate Identity: A pre-approved Certificate identity that restricts Certificate request and issuance to a specific organization for which Idently 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 products and other services provided by Idently.

Product: The product purchased by the Company as identified in the Order Summary, including but not limited to, Signatures, Certificates and timestamps.

Product Term: The twelve (12) month period starting on the Product Term Start Date.

Product Term Start Date: The date shown on the Order Summary when the Product Term begins.

Publicly Trusted: Certificates that are trusted by virtue of the fact that their corresponding root CA Certificate is distributed in widely available application software.

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 Identy under this MSA.

Subscriber: A natural person or legal entity to whom a Certificate 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 available at [https://www.identy.com/en/repository/Identy\\_Subscriber\\_Agreement.pdf](https://www.identy.com/en/repository/Identy_Subscriber_Agreement.pdf) as updated from time to time.

Subscription: The quantity of Signatures or timestamps available for use by Company during the Product Term.

Test Service: An instance of the Service used by Company solely for evaluation or trial purposes, including proofs of concept or other testing.

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

**2. Use of the Service and Portal.** Identy hereby grants to Company the right to use the Service, Products and related documentation in accordance with the terms of this MSA and the applicable Schedule(s).

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

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

### **3. Limitations on Use.**

Company shall not: (a) copy, modify or create derivative works of the Products or Service or any component thereof; (b) host, time-share, rent, lease, sell, resell, transfer, license, sublicense, assign, distribute or otherwise make available the Service (including any Products), except as provided in this MSA; (c) disassemble, decompile, reverse engineer or otherwise attempt to discover the source code of the Service; (d) use the Service to send or store infringing or unlawful material or viruses, worms, time bombs, Trojan horses and other harmful or malicious codes, files, scripts, agents or programs; or (e) use the Service other than in accordance with this MSA and in compliance with all applicable Industry Standards, laws and regulations.

**4. Company Obligations.** If Company is issuing Publicly Trusted Certificates, the Certificates and Service shall be provided in accordance with the CPS which is incorporated by reference into this MSA. The Subscriber of any Certificate issued is required to comply with the terms of the Subscriber Agreement. Company will notify the Subscriber that they are required

to comply with the requirements in the Subscriber Agreement in connection with the Certificate. Company will further be responsible for ensuring such compliance if the Subscriber is a Company employee, contractor, device, system, unit, or legal entity.

**5. Test Service.** The terms of this Section 5 apply if Company is granted the right to access or use the Test Service.

**Use Rights.** Company may only access or use the Test 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.

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

Warranty Disclaimer. COMPANY ACKNOWLEDGES THAT THE TEST SERVICE OR PRODUCTS PROVIDED FOR EVALUATION OR TEST PURPOSES IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IDENTLY 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 TEST SERVICE, PRODUCTS, COMPANY'S USE OR ANY INABILITY TO USE THE TEST SERVICE OR PRODUCTS, THE RESULTS OF ITS USE AND THIS MSA.

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

**6. Fees; Payment.** Company agrees to pay Idently the fees for the Products shown in the Order Summary.

On each Product Term Start Date, Company shall provide to Idently valid, up-to-date and complete credit card details or, if applicable, approved purchase order information acceptable to Idently. If Company provides its credit card details to Idently, Company hereby authorizes Idently to bill such credit card for the fees payable on the Product Term Start Date for any Subscriptions or Certificate Packs ordered. If Company provides its approved purchase order information to Idently, and/or opts to pay by invoice, Idently shall invoice Company on the Product Term Start Date for the fees payable in respect of any Subscriptions or Certificate Packs; and unless otherwise agreed in the Order Summary, at least 30 days prior to each anniversary of the Product Term Start Date, for the fees payable in respect of the renewal of any Subscription. If Company places additional orders, Idently will charge Company at the time the order is placed. Company shall pay each invoice within thirty (30) days after the date of such invoice.

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

If any undisputed invoiced amount is not received by Idently by the due date, then without limiting Idently'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) Idently may suspend or limit Company's access to the Portal or Service without notice until full payment is made. Company must notify Idently of any fee disputes within thirty (30) days of the applicable invoice date or such invoice will be deemed accepted.

**7. Term; Termination.** The term of this MSA will begin on the Order Date of the first Order Summary (the "Effective

Date”) and will continue unless terminated earlier as provided herein.

7.1 Termination. *By Company*: This MSA and any Schedules may be terminated by Company at any time upon no less than thirty (30) days’ written notice to Idently. *By Idently*: This MSA or any Schedule may be terminated by Idently upon not less than thirty (30) days’ written notice to Company (a) if Company materially breaches this MSA or any Schedule and such breach continues for a period of thirty (30) days after notice thereof has been given by Idently; (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 MSA or any Schedule as a result of an event or events of force majeure for a period of not less than thirty (30) days; or (d) at any time upon no less than ninety (90) days’ written notice to Company. *By either party*: Either party may terminate this MSA or any Schedule immediately upon written notice if the other party is in breach of Section 10 (Confidentiality).

**8. Effect of Termination.** Upon termination of this MSA in any manner, (1) Company shall discontinue use of the Service,(2) all rights and obligations of the parties under this MSA shall cease immediately except the terms and conditions of this MSA shall continue to apply to any Signatures or timestamps created or Certificates issued prior to the termination until the expiration or earlier revocation of the applicable Certificate, and (3) Idently will refund any unused fees if terminated by Idently under 7.1(d) above. The following Sections which shall survive any expiration of termination: 1, 6, 7 and 9 – 16 of this MSA.

## **9. Warranty and Disclaimer**

9.1 Compliance with Laws. Each party warrants that it shall comply with all applicable federal, state, and local laws and regulations applicable to Idently’s provision and/or use of the Service or Product, 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.

9.2 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 MSA and that this MSA has been duly executed and delivered by such party and constitutes the valid and binding obligation of such party.

9.3 Subscriber Information. Company warrants that all information and representations made by the Subscriber are true.

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

9.5 No Other Warranty. EXCEPT AS PROVIDED IN THE CPS OR TPS (IF APPLICABLE) AT <https://www.idently.com/repository> AND TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IDENTLY DISCLAIMS ALL OTHER WARRANTIES AS TO THE USE, DELIVERY, LICENSE, PERFORMANCE OR NONPERFORMANCE OF, USE OR INABILITY TO USE THE SERVICE, PRODUCTS, CERTIFICATES, SOFTWARE, DOCUMENTATION OR ANY OTHER SERVICES OFFERED OR CONTEMPLATED BY THIS AGREEMENT, EXPRESS OR IMPLIED. IDENTLY 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.

## 10. Confidentiality

10.1 “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.

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. Idently may also disclose the Confidential Information as may be required for Idently 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 this MSA. 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 MSA.

10.2 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.

**11. Ownership.** Except for the rights expressly granted under this MSA, all right, title and interest in and to the Service, Products, APIs, and Portal is owned exclusively by Idently. Idently 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 Idently for the purposes of this MSA, and all modifications, improvements and derivative works of the same.

## 12. Indemnification

12.1 Idently 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.

12.2 Should the Service become, or in Idently’s sole opinion likely to become, the subject of any claim or action for infringement, Idently 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 Idently, terminate this MSA.

Idently’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 Idently.

12.3 Company will settle and/or defend at its own expense and indemnify and hold harmless Idently against any cost, loss or damage from any claim, demand, suit or action brought by a third party against Idently arising out of or related to any (i) breach of this MSA by Company, (ii) allegation that the Company breached an agreement with a third party as a result of or in connection with entering into, performing under or terminating this MSA, or (iii) purchase of the Service by any person or entity purchasing directly or indirectly through Company.

12.4 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.

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

**14. Limitation of Damages.** In no event shall Idently be liable to Company or any third party 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 Products whether or not Idently has been advised of the possibility of such damages.

**15. Governing Law and Jurisdiction.** The (i) laws that govern the interpretation, construction, and enforcement of this MSA 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>Idently Entity on Order Summary</b>	<b>Governing Law</b>	<b>Venue</b>
Idently Systems Limited	Kenya	Nairobi, Kenya

**16. Miscellaneous**

16.1 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 MSA.

16.2 Notices. Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, regular mail, or overnight courier service to: Idently - the Idently address and Company - the "Sold To" address shown 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.

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

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

16.5 Waiver. No waiver under this MSA shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time.

**17. Entire Agreement.** This MSA, Schedules 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 MSA (including the Order Summary), the Subscriber Agreement, CPS and TPS (if applicable) 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 the Order Summary, this MSA, 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: the Order Summary, this MSA, the Subscriber Agreement, CPS and TPS.

**18. Amendment.** Idently may amend: the CPS, TPS or the Subscriber Agreement; and will give notice of any material changes by posting a new version on the Portal, the Idently website or by a means set forth in Section 16.2 (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 MSA during the 30-day period after Idently's notice of such amendment, by providing written notice of termination to Idently. Company's continued use of the Service after 30 days of Idently's notice of the amendment constitutes Company's acceptance of the amendment.

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

**20. Third Party Beneficiaries.** This MSA benefits solely the parties to this MSA and their respective permitted successors and assigns and nothing in this MSA, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this MSA.

*[MSA v 1.0 April 28, 2021]*

## **Schedule 1**

### **DSS and Timestamps**

This Schedule applies only if Company has purchased DSS or timestamps (as shown on the Order Summary). Other capitalized terms used in this Schedule have the meaning set forth elsewhere in the MSA.

#### **1. Definitions**

**AATL Technical Requirements:** The version of the Adobe Approved Trust List Technical Requirements available at [https://helpx.adobe.com/content/dam/help/en/acrobat/kb/approved-trust-list2/jcr\\_content/main-pars/download-section/download-1/aatl\\_technical\\_requirements\\_v2.0.pdf](https://helpx.adobe.com/content/dam/help/en/acrobat/kb/approved-trust-list2/jcr_content/main-pars/download-section/download-1/aatl_technical_requirements_v2.0.pdf) as may be updated from time to time.

**AATL Timestamp:** An RFC3161 compliant timestamp from Idently 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.

**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. DSS supports two types: Individual External Identities (via offline process) and Individual Internal Identities.

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

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

**Signer:** An Individual Subscriber who applies a Signature.

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

#### **2. Products**

##### **2.1 Digital Signing Service**

In order to use the Digital Signing Service (DSS), You must (i) submit Company's organization identity information for verification by Idently 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 (via offline process); and (c) Electronic Seals.

Use of Certificates for digital signing must comply with Industry Standards and the AATL Requirements. Idently 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 DSS if requested by Idently.

## 2.2 Timestamps

Idently offers AATL timestamps. 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. Limitations on Use

Company shall not request more than five (5) Signatures per second or more than one (1) Individual Identity or Electronic Seal creation per second unless Company has purchased a higher rate limit. If Company exceeds the rate limit, Idently may limit access to the defined rate and in the case of excessive usage or abuse, terminate this Agreement for breach.

Company may not request more than the number of timestamps purchased in a Subscription. Company shall not request more than five (5) AATL timestamps per second.

Company shall be responsible for applying any timestamps into the documents or code using the URL provided by Idently. Company shall maintain the

confidentiality of the URL and not share it with any third parties.

## 4. DSS Obligations

**4.1 General Obligations.** If a Company is using a Certificate hierarchy chained to a Idently Public Root, the Certificates and Service shall be provided in accordance with the CPS.

**4.2** Company shall: (a) ensure all key activations and key pairs are controlled by the Signer and access to private 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 DSS for Company's own document workflow integration; (d) provide written evidence of compliance with the AATL Technical Requirements as may be requested by Idently 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.

**4.3** If a Company is requesting Signatures with Individual Internal Identities, Company must (a) verify the Individual's identity via face to face or electronic/video 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 Certificates 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.

**4.4** If a Company is applying Electronic Seals to documents, Company must (a) only submits 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.

## 5. Subscriptions; Fees

Subscriptions expire at the end of the Product Term. 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.

Company may exceed the number of Signatures or timestamps purchased in a Subscription. If Company exceeds the number of Signatures purchased in a Subscription, Identity 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.

In addition to the termination rights in Section 7.1 of the MSA, this Schedule may be terminated by Identity if Adobe discontinues or Identity is no longer a member of the AATL program. Company's failure to comply with the AATL Technical Requirements or breach of Section 4 (DSS Obligations) shall be considered a material breach of the MSA.

**6. Renewal of Subscriptions.** Unless terminated earlier in accordance herewith, each Subscription will continue for

the Product Term. If the Order Summary reflects "automatic" as the renewal method, any Subscriptions 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 Product Term. Company can provide such notice via the Portal by changing the "automatic" renewal method to "manual" for the applicable Subscription. Company is responsible for notifying Identity to cancel an existing Subscription in order to cancel the renewal and payment obligations under any existing Order Summaries even if Company is purchasing a new Subscription. If the Order Summary reflects "manual" as the renewal method, the Subscription will not renew automatically. Company must change the "manual" renewal option to "automatic" for the applicable Subscription in the Portal or place a new order to continue use of the applicable Product.

## Schedule 2 Certificates

This Schedule applies only if Company has purchased Certificates (as shown on the Order Summary). Other capitalized terms used in this Schedule have the meaning set out elsewhere in the MSA.

### 1. Definitions

Applicant: The natural person or legal entity that applies for (or seeks renewal of) a Certificate. Once the Certificate issues, the Applicant is referred to as the Subscriber. For Certificates issued to devices, the Applicant is the entity that controls or operates the device named in the Certificate, even if the device is sending the actual Certificate request.

### 2. The Service

Idently will provide Company with access to the Service on Idently's platform for enterprise use to issue Certificates for the purposes set forth in the CPS. The Service enables Company to issue and manage Publicly Trusted and privately trusted Certificates, depending upon the Products purchased.

The Certificate API allows Company to (a) validate domains using any of the methods currently supported in the Certificate API; (b) request, receive and revoke Certificates; and (c) perform other queries and actions as documented in the Certificate API. The Service does not provide GUI management components or advanced Certificate life cycle management features.

### 3. The Products

Unless otherwise instructed by Company, Idently will publish Publicly Trusted SSL/TLS Certificates to Certificate Transparency (CT) logs and as required for trust by the Google Chromium Certificate Transparency Policy.

3.1 Domain Validation. For Publicly Trusted TLS and S/MIME Certificates, Company must validate domain control of domain names in accordance with the Certificate API and the CPS.

3.2 Organization Validation. For Publicly Trusted

Certificates that include an Organization Validated (OV) Certificate Identity, Idently will verify the organization details provided by Company in the Portal to create an Organization Validated (OV) Certificate Identity for Company in accordance with the applicable Org validation rules for the selected Product.

3.3 Internal Use Certificates. IntranetSSL Certificates are privately trusted Certificates issued for Company's internal use only to secure one or more FQDNs.

### 4. Company Obligations

Company will designate one or more individuals with authority to receive API Credentials and act as the main point of contact (the "Administrator(s)"). Idently will provide the Administrator with an mTLS Certificate to be used to authenticate to the Service as well as API Credentials to enable access to the Certificate API. Company must ensure the API Credentials are secure and accessible only by the Administrator or designated system/Individual. In the event of a compromise or suspected compromise, the Administrator will promptly request that Idently revoke or disable client keys and secrets.

Company will act as a Local Registration Authority (LRA) when using the Service. The LRA is responsible for identifying and authenticating Applicants requesting Certificates and keeping records of identity verification.

Company will act as the sole intermediary for all communications with Applicants and Subscribers.

### 5. Certificate Packs; Fees

Certificate Packs expire at the end of the Product Term. Company may not issue more than the number of Certificates purchased in a Certificate Pack. Certificate Packs do not renew automatically, regardless if the Order Summary reflects "automatic" as the renewal method. Company must place an order to purchase a new Certificate Pack to continue use of the Service. There is no credit or refund for unused Certificates in a Certificate Pack.