

IDENTRUST TIMESTAMPING AUTHORITY SERVER AGREEMENT

THE AGREEMENTS BELOW SET FORTH TERMS AND CONDITIONS THAT GOVERN USE OF THE IDENTRUST TIMESTAMPING AUTHORITY SERVER.

ANY USE OF THE IDENTRUST TIMESTAMPING AUTHORITY SERVER IS SUBJECT TO SUCH TERMS AND CONDITIONS, AND IF YOU USE THE IDENTRUST TIMESTAMPING AUTHORITY SERVER, SUCH USE INDICATES ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO SUCH TERMS AND CONDITIONS, DO NOT USE THE TIMESTAMPING SERVICE.

This IDENTRUST TIMESTAMPING AUTHORITY SERVER AGREEMENT (this "Agreement") is entered into by and between IdenTrust (as defined below) and You (as defined below) and governs Your (as defined below) use of the Timestamping Authority Server.

1. **Definitions.** Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Glossary in Schedule A (attached) to this Agreement.
2. **You; Your.** "You" and "Your" as used in this Agreement each refer to you, a natural person, and, if you are an employee, agent, or other representative of another entity (e.g. corporation), then such entity and you represent and warrant that you have the right, power, and authority to enter this Agreement on behalf of such entity, bind such entity to this Agreement, and that such entity has the right, power, and authority to enter into this Agreement and fulfill its duties and obligations under this Agreement.
3. **Timestamping Service.**
 - 3.1. **Made Available by IdenTrust.** Subject to the terms of the Agreement, IdenTrust will on a non-exclusive basis make available to You the IdenTrust Timestamping Authority Server for the sole purpose of providing Timestamps to You in response to Stamping Requests that You submit to the Timestamping Service.
 - 3.2. **Use Requirements and Limitations, Timestamping Service.**
 - 3.2.1. Notwithstanding any other provision of this Agreement and in addition to any other requirements applicable to the use of the Timestamping Service set forth herein, You must digitally sign each Stamping Request per the Timestamping Service Request Specification with a TrustID Code Signing Certificate of which you are the CertSubject. You agree not to digitally sign or otherwise include in any Stamping Request any information relating to any other Certificate than the one You use to digitally sign the Stamping Request.
 - 3.2.2. Stamping Requests must be submitted to IdenTrust in conformity with the Timestamping Service Request Specification.
 - 3.2.3. You shall not reverse engineer, modify, or make derivative works of the Timestamping Service.
 - 3.2.4. You shall not rent, lease, resell, transfer, loan, use as or for a service bureau, distribute, or otherwise make available the Timestamping Service to any third party.
 - 3.3. **Timestamps, License.**
 - 3.3.1. Subject to the terms of this Agreement, IdenTrust hereby grants to You a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, revocable, non-terminable, royalty-free license for use by You of the Timestamps in conformity with the provisions hereof, including but not limited to the provisions of Section 3.4.

3.4. Use Requirements and Limitations, Timestamps; Relying Party Agreement.

- 3.4.1. You shall not use any Timestamp for other than Your internal business purposes and shall not make any Timestamp available to any other entity, except as may be required for purposes of Section 17.
- 3.4.2. You accept all risk and are responsible for any reliance by You or any other entity (natural or otherwise) on any Timestamp. IdenTrust is not responsible for the content of any Timestamp, including but not limited to the accuracy, correctness, or currency of any information therein.
- 3.4.3. Without forming any limitation on any other provision hereof, You acknowledge and agree that: (i) You are the only entity that is, subject to the terms and conditions of this agreement, to be a “Relying Party” (as described in the CP and CPS) relative to Timestamps provided hereunder; (ii) You (and not IdenTrust) assume all responsibility for reliance on any Timestamps provided hereunder; (iii) to the greatest extent permitted by applicable law You hereby release IdenTrust from all responsibility and liability relative to each Timestamp provided hereunder; and (iv) with respect to Timestamps provided under this Agreement, this Agreement shall be deemed and construed so as to be the applicable “Authorized Relying Party Agreement” called for under the CP and CPS.
- 3.4.4. You agree to cease use and recall all Timestamps issued to You hereunder upon becoming aware of IdenTrust discontinuing the Timestamping Service provided for herein.
- 3.4.5. Notwithstanding the foregoing provisions of this Agreement, You shall not use any Timestamp in connection with any: (i) application requiring fail-safe performance such as the operation of nuclear power facilities, air traffic control systems aircraft navigation systems, weapons control systems, or any other system whose failure could lead to injury, death or environmental damage; (ii) for or in connection with any activity prohibited by applicable law, regulation or judicial determination.

3.5. Stamping Request Information; Stamping Request License. You hereby grant to IdenTrust a non-exclusive, non-transferable, worldwide, irrevocable, non-terminable, royalty-free license for use of the Stamping Request, including but not limited to all information contained therein, all purposes relating or arising from operation of the Timestamping Service. With respect to all information included in any Stamping Request made hereunder, You are responsible for obtaining all necessary rights and permissions from persons whose information is contained in the Stamping Request, including but not limited to those relating to privacy and data use, necessary to grant the license above in this Section 3.5. You hereby acknowledge and agree that all information You provide in each Stamping Request may be made publicly by IdenTrust without limitation and is considered non-confidential (to consider such information confidential would be contrary to the purpose of the for which the Stamping Request is made hereunder). You agree to cooperate with and to provide IdenTrust with, upon any request by IdenTrust, with all further consents and permissions as IdenTrust may, in its sole discretion, reasonably request in relation to the provision of this Section 3.5.

4. Availability; Support. It is understood that the Timestamping Service is a service separate and apart from any other service of IdenTrust and that no compensation is due IdenTrust hereunder for the Timestamping Service. Given the foregoing provision of this Section 4, it is acknowledge and agree that the IdenTrust has no obligation to support, maintain, or to operate the Timestamping Service other than as IdenTrust, in its sole discretion and subject to the terms hereof, decides. Accordingly, the Timestamping Service may become unavailable or be discontinued at any time, and IdenTrust will have no liability arising from any unavailability or discontinuation. Notwithstanding the provisions above in this Section 4 and without forming any limitation on Sections 10 and 11, IdenTrust shall have no responsibility or liability to You in connection with or arising from the availability or unavailability of the Timestamping Service. Without creating any exception to the provisions above in this paragraph, in the event You have questions regarding the Timestamping Service, you may contact IdenTrust by sending an email to “helpdesk@IdenTrust.com”.

5. Fees. No fees shall be payable from You to IdenTrust hereunder; provided, however, in no event shall the foregoing be construed to limit Your duties and obligations under the other provisions of this Agreement, including but not limited to Section 12.

6. **Term.** This agreement begins upon the submission of Your first Stamping Request to the Timestamping Service. This agreement continues in effect until terminated by You or by IdenTrust in conformity with Section 7.
7. **Termination.** Either party may terminate this Agreement by providing the other party notice at least ten days in advance of the effective date of such termination. Sections 3.4, 3.5, and Sections 7 through and including Section 24 will survive any termination or expiration of this Agreement. IdenTrust will have no liability to You arising from termination of this Agreement. Upon termination hereof, You agree to withdraw all Timestamps provided hereunder from any use. The license provided under Section 3.3.1 is automatically revoked upon termination of this Agreement.
8. **Information You Provide to IdenTrust.** All information You provide to IdenTrust hereunder, including but not limited to token information, shall not be deemed or construed as confidential.
9. **Confidentiality of Information IdenTrust Provides.** All communications, and the content thereof, from IdenTrust to You related to this Agreement, shall be deemed confidential information of IdenTrust and that You shall not disclose such communications except as required by law or regulation. Such confidential information of IdenTrust will not include information that was: (i) known prior to such disclosure to You free of any obligation to keep it confidential; (ii) is independently developed by You without reference to, use of, or access to the confidential information of IdenTrust; (iii) is within the public domain at the time of disclosure or that subsequently enters the public domain; (iv) is lawfully received from a third party free to disclose such information to You; or (v) was released without restriction pursuant to the prior written approval of IdenTrust. You hereby acknowledge and agree that all information You provide to IdenTrust in relation to this Agreement may be made publicly by IdenTrust without limitation and is considered non-confidential.
10. **Disclaimer of Warranties.** THE TIMESTAMPING SERVICE IS PROVIDED "AS IS". IDENTRUST DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TIMESTAMPING SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
11. **Limitation of Liability.** IN NO EVENT SHALL IDENTRUST, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY LOSSES, DAMAGES, OR ANY RELATED COSTS AND EXPENSES (INCLUDING REASONABLE LEGAL FEES AND DISBURSEMENTS AND COSTS OF INVESTIGATION, LITIGATION, SETTLEMENT, JUDGMENT, INTEREST, AND PENALTIES) ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, AND ANY LOST PROFITS, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF IDENTRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR COSTS.

IDENTRUST'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO FIFTY UNITED STATES DOLLARS (\$50.00).

NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER PARTY MORE THAN TWO (2) YEARS AFTER THE DATE THAT SUCH CLAIM AROSE.
12. **Indemnification.** You agree to indemnify and hold IdenTrust and its directors, officers, employees, agents and affiliates harmless from all liabilities, losses, damages, and all related costs and expenses (including but not limited to reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties) incurred by IdenTrust as a result of a third party claim or action arising from or related to: (i) any misrepresentation or omission of material fact by You to IdenTrust, whether or not such misrepresentation or omission was intentional; (ii) Your violation of this Agreement; (iii) Your use of any Timestamp; or (iv) any compromise or unauthorized use of the Timestamping Service caused by Your negligence, misconduct, or failure to

fulfill Your duties or obligations under this Agreement.

- 13. Force Majeure.** If IdenTrust's performance of any obligation under this Agreement is prevented or delayed by an event beyond such IdenTrust's reasonable control, including without limitation, crime, fire, flood, war, terrorism, riot, acts of civil or military authority (including governmental priorities), severe weather, strikes or labor disputes, or by disruption of telecommunications, power or Internet services not caused by such IdenTrust, then IdenTrust will be excused from such performance to the extent it is necessarily prevented or delayed thereby.
- 14. Notice.** Notice from You to IdenTrust shall be effective upon actual receipt by IdenTrust and shall be made by (a) either internationally recognized overnight courier service or (b) by registered mail (return receipt required) via the United States Postal Service, in each case being addressed using the following information:

IdenTrust Services, LLC
Attn: Legal Department
5225 Wiley Post Way, Suite 450
Salt Lake City, UT 84116-2898 USA

Notices from IdenTrust to You shall be made by posting on the Repository, or by email to any email address associated the "Subscriber" of the TrustID Code Signing Certificate used to sign any Stamping Request per the requirements of Section 3.2.1 hereof. Notices to You posted on the Repository shall be deemed effective three days after being so posted. Notices to You sent by mail shall be deemed effective seven days after being sent, and notices to You sent by email shall be deemed effective when sent.

Subject to the foregoing provision of this Section 14 relating to notice made to You, IdenTrust can: (i) make notice You of discontinuation of the Timestamping Service by posting in the Repository a notice of the discontinuation contained in a document titled "Timestamping Service (Prototype) Termination and Discontinuation"; and (ii) make notice to You of termination of this Agreement by posting in the Repository a notice of the termination contained in a document titled "Timestamping Service (Prototype) Termination and Discontinuation".

- 15. Amendment.** You agree that this Agreement can each be amended from time to time by IdenTrust, in its sole discretion. Any such amendment shall be effective immediately upon a revised version of the applicable document being posted by IdenTrust to the Repository. If You use the Timestamping Service after such a posting, You shall be deemed to have accepted the most recent version of the Agreement posted on the Repository and be bound thereunder. You are responsible for periodically checking the Repository for the latest version of the Agreement.
- 16. Assignment.** You may not assign this Agreement or delegate any obligations hereunder. Any attempt by You to assign this Agreement or delegate any obligations hereunder shall automatically terminate this Agreement. IdenTrust may assign this Agreement or delegate all or part of its obligations hereunder upon:
- (i) notice to You; or
 - (ii) by IdenTrust's assignment of all rights and obligations hereunder to a successor in interest, whether by merger, sale of assets or otherwise.
- 17. Dispute Resolution.** In the event of any dispute or disagreement between the parties arising out of or related to this Agreement, the parties will use their best efforts to settle the dispute or disagreement through mediation or good faith negotiations following notice from one party to the other party. If the parties cannot reach a mutually agreeable resolution of the dispute or disagreement within 60 days following the date of such notice, then the parties will submit the dispute to binding arbitration, as provided below.

The parties agree to submit any controversy, claim, or dispute, whether in tort, contract, or otherwise arising out of or related in any way to this Agreement, that cannot be resolved by mediation or negotiations among the parties, for resolution by binding arbitration by a single arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. The arbitrator will have no authority to impose penalties or award punitive damages. Binding arbitration will: (i) proceed in Salt Lake County, Utah, which shall be

the exclusive forum for arbitration; (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code); and (iii) be conducted in accordance with the Commercial Arbitration rules of the American Arbitration Association. 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. This arbitration requirement does not limit the right of any party to obtain provisional ancillary remedies such as injunctive relief or the appointment of a receiver, before, during, or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration.

18. **Governing Law.** The parties hereto agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. This Agreement shall be governed by and construed under the laws of the State of Utah, without regard to its conflicts of law principles.
19. **Relationship of the Parties.** Nothing in this Agreement shall be deemed to create a partnership or joint venture or fiduciary relationship, and neither party is the other's agent, partner, employee, or representative.
20. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be deemed to create any contractual relationship with, confer any rights on, or give a cause of action in favor of, any individual or entity not a party hereto against either party.
21. **Headings and Titles.** The headings and titles contained in this Agreement are included for convenience only, and will not limit or otherwise affect the terms of this Agreement.
22. **Waiver.** No waiver by either party of any default will operate as a waiver of any other default, or of a similar default on a future occasion. No waiver of any term or condition by either party will be effective unless in writing and signed by the party against whom enforcement of such waiver is sought.
23. **Severability.** In case one or more of the provisions of this Agreement should be held invalid, illegal, or unenforceable in any respect for any reason, the same will not affect any other provision in this Agreement, which will be construed to give maximum effect to the extent of the parties as evidenced by this original Agreement as originally drafted save to the extent of such invalid, illegal or unenforceable provision.
24. **Complete Agreement.** This Agreement, including Schedule A, represents the entire agreement of the parties, and supercedes all other agreements and discussions relating to the subject matter hereof. Except as expressly provided otherwise in this Agreement, this Agreement may not be amended except in writing signed by both parties. In the event of any conflict between the provisions of this Agreement and the provisions of any of the CP and CPS, the provisions of this Agreement shall govern.

SCHEDULE A TO IDENTRUST TIMESTAMPING AUTHORITY SERVER AGREEMENT

GLOSSARY

“Certificate” means a computer-based record or electronic message that: (a) identifies the entity issuing it; (b) names or identifies a person or entity to which the certificate is issued; (c) contains the public key (one of two keys in a cryptographic key pair where one key is used to encrypt communications that can only be decrypted using the other key) of the person or entity to which the certificate is issued; (d) identifies the period of time that it is valid for; (e) is digitally signed by the entity issuing it; and (f) has the meaning ascribed to it in accordance with applicable standards.

“CertSubject” means the entity named in the “subject:organizationName” field of a given TrustID Code Signing Certificate.

“Timestamping Service Request Specification” means the formatting specification that IdenTrust, in its sole discretion, may provide to You and which, if provided, is subject to being updated by IdenTrust, in its sole discretion, from time to time and without notice to You. To request a copy of the latest IdenTrust Timestamping Service Request Specification, email: helpdesk@IdenTrust.com

“Repository” means the information and data repository of IdenTrust located at the following address:

<https://secure.identrust.com/certificates/policy/ts/>

“Timestamp” means an electronic message containing a digital signature created by IdenTrust, which digital signature is applied to data provided to IdenTrust in a Stamping Request.

“Timestamping Service” means a service hosted and operated by IdenTrust on its computer systems and made available to You on a remote access basis over the Internet subject to the terms hereof to provide Timestamps.

“TrustID Code Signing Certificate” means a Certificate that is (a) issued under the CP and CPS and (b) of the type “Trust ID Extended Validation Code Signing” as such type of Certificate is described in the CP and CPS.

“Stamping Request” means an electronic message containing data for the purpose of obtaining a Timestamp, which electronic message, including but not limited to data contained therein, must conform to the IdenTrust Timestamping Authority Server Request Specification.