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Contract Number  
24-1259

SAP Number  
\_\_\_\_\_

## Innovation and Technology Department

Department Contract Representative Jeremiah Thomas  
Telephone Number (909) 388-0641

Contractor	<u>DigiCert, Inc.</u>
Contractor Representative	<u>N/A</u>
Telephone Number	<u>N/A</u>
Contract Term	<u>From the date of acceptance until terminated by either party.</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>1200604048</u>

**Briefly describe the general nature of the contract:** Non-financial Services Addendum, including non-standard terms, with DigiCert, Inc., for digital certificates, for the period from the date of acceptance until terminated by either party.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ Bonnie Uphold  
Bonnie Uphold, Supervising Deputy County Counsel

Date 12/9/2024

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ \_\_\_\_\_

Date \_\_\_\_\_



## Services Addendum

This Services Addendum (the “**Addendum**”) supplements and is part of the Service Specific Terms available at [www.digicert.com/service-specific-terms](http://www.digicert.com/service-specific-terms) (the “**Service Specific Terms**”). Capitalized terms used but not defined herein have the meaning given to them in the Service Specific Terms.

### 1. DEFINITIONS.

“**Quote**” means a quote, offer letter, order form, or other ordering document issued from DigiCert to Customer.

“**Seat**” means a seat license for one or more types of seats, as further described in the Service Description.

“**Service Description**” means the described Services and related terms in the Service Descriptions and Additional Terms attached hereto as Schedule 1, as updated from time to time.

“**Certificate Subscription Services**” means Certificate Services issued via DigiCert’s CertCentral and purchased by Customer on a minimum commitment basis.

“**Excess Usage Fee**” means the fee Customer owes to DigiCert for exceeding its entitlement to the Services, including as set forth in the Service Description as to specific Services.

### 2. PURCHASES.

- a. *Quotes.* The offered pricing and Service Term for every purchase of Services by Customer from DigiCert will be set forth in a Quote. Customer may accept a Quote by (among other things) issuing a purchase order to DigiCert against the Quote. Customer will issue DigiCert a purchase order for the entire amount of any annual fees upon acceptance of the Quote and on or before each anniversary of a Service Term. Any additional or modified terms in Customer’s purchase order to the Quote or this Addendum (or both) are expressly rejected and will have no effect. Each Quote accepted by Customer constitutes an Order Form.
- b. *Entitlements.* Quotes will set forth Customer’s entitlement to Seats, Certificate Subscription Services, and related Services, in each case if any, including those Services described in the Service Description. Quotes will specify a stated period (e.g., quarterly, annually, or over such other specified length) for each entitlement to the Service. Service entitlements expire at the end of their stated period and Customer is not entitled to a refund or rollover right if it fails to use its entitlement. If Customer exceeds its entitlement to Services (at any time), Customer will owe an Excess Usage Fee to DigiCert at the end of the period applicable to such excess Services. Customer is not entitled to a credit or refund under any circumstances, including with respect to any Services not used within an entitlement period or within the Service Term. Any entitlement to Services not used within the entitlement period will expire at the end of the applicable period and all entitlements will expire at the end of the Service Term. Services are further subject to the terms of the Service Description. DigiCert reserves the right to modify the Service Description upon notice to Customer.
- c. *Payment Terms.* Unless otherwise stated in a Quote, DigiCert will invoice Customer all fees owed in advance upon a Quote’s acceptance. Customer shall pay all invoices within 30 days of the date of the invoice.

**SCHEDULE 1**

**SERVICE DESCRIPTIONS AND ADDITIONAL TERMS**

**1. SEATS – DESCRIPTION**

<b>Seat Type</b>	<b>Customer Entitlement</b>
User Seat	Entitles a user of Customer to the issuance of one or more Certificates (according to Customer's Certificate Templates for one or more use cases). DigiCert reserves the right to revise User Seat pricing upon notice to Customer if it reasonably believes that Customer's use cases are excessive.
Organizational Seat	Entitles Customer's organization to the issuance of one Certificate (according to Customer's Certificate Templates)
Device Seat	Entitles a device of Customer to the issuance of one Certificate (according to Customer's Certificate Templates)
KeyLocker Seat	Entitles a user of Customer to access private keys for up to 1,000 signing events.
Server Seat	Entitles a server of Customer to the issuance of one Certificate (according to Customer's Certificate Templates)
Software Trust Manager – Code Signing Seat	Entitles Customer to sign a single file once with a Code Signing Certificate. By way of example, if Customer's code base contains four files and Customer signs it three times, Customer will consume twelve Code Signing Seats.
Software Trust Manager – Threat Detection Seat	Entitles Customer to scan up to 1 GB/month of data.
Document Trust Manager – Individual Document Signing Seat	Entitles a user of Customer to sign documents with a purchased signing Certificate based on the volume purchased in an approved Quote.
Document Trust Manager – Organization Document Signing Seat	Entitles a Customer organization to sign documents with a purchased signing Certificate based on the volume purchased in an approved Quote.
Device Trust Manager with TrustEdge Client Device Seat	Entitles Customer to install TrustEdge Client on a device and manage it with Device Trust Manager.
TrustCore Device Seat	Entitles Customer to utilize applications developed with TrustCore on a device.
Trust Lifecycle Manager – Management Seat	Entitles Customer to use DigiCert's discovery, management and automation tools to manage one Certificate (each, a " <b>Managed Certificate</b> ").
DNS Trust Manager – Query Seat	Entitles Customer to up to one million authoritative DNS queries on its domain(s).
DNS Trust Manager – Query Log Seat	Entitles Customer to up to one query log capture.
DigiCert University – Training Seat	Entitles a user of Customer with access to a set of online materials as made available on DigiCert's learning platform.

**"Certificate Templates"** means the number, types, limitations, and configurations of Certificates made available by DigiCert to Customer within its Portal Account.





“**Device Trust Manager**” means a Portal, either hosted by DigiCert or provided by DigiCert in compiled binary format, that permits Customer to enroll, manage, and update its devices. Device Trust Manager includes and requires the use of TrustEdge Clients.

“**TrustEdge Client**” means the application, provided by DigiCert in compiled binary format, that must be installed by Customer on each device to connect to Device Trust Manager.

“**TrustCore**” means a software development kit (SDK), provided by DigiCert to Customer in source code format, that permits Customer to develop and subsequently compile applications for use on its devices.

## 2. ADDITIONAL TERMS.

- a. Seats Excess Usage Fee. The Excess Usage Fee if Customer exceeds its entitlement to Seats is calculated by *multiplying* the number of excess Seats *with* the price of such Seat.
- b. Certificate Subscription Services.
  - i. The Excess Usage Fee if Customer exceeds its entitlement to Certificate Subscription Services is calculated by taking the excess (a) SANs associated with issued and active TLS Certificates and (b) non-TLS Certificates (each as measured at peak usage during the applicable entitlement period) multiplied by the price for such Certificate Subscription Services at peak usage.
  - ii. The pricing set out in a Quote applies if Customer purchases directly from DigiCert. If Customer purchases via an authorized DigiCert channel partner, any final pricing or payment terms will be as agreed between Customer and channel partner. Customer will inform DigiCert in advance if Customer elects to purchase via a channel partner or if Customer elects to change such channel partner at any point during the Service Term. Notwithstanding the foregoing, DigiCert reserves the right to invoice Customer directly for its usage under the terms of the applicable Quote.
  - iii. Should Customer not renew its entitlement to Certificate Subscription Services (i.e., the Service Term associated with the Certificate Subscription Services ends), Customer will owe a one-time “**Remaining Certificate Plan Life Fee**” to keep Certificates issued during the Service Term, or their replacements issued under a Multi-Year Plan, active until they expire or are otherwise revoked in accordance with the Service Specific Terms. This fee will be calculated in the aggregate using the following formula:  $[(\text{price of each issued and active non-TLS Certificate and each SAN associated with an issued and active TLS Certificate on the last day of the Service Term}/12) \times (\text{the estimated remaining Certificate life})]$ . Alternatively, Customer may elect to revoke all Certificates associated with the Certificate Subscription Services within 24 hours of the entitlement’s expiration, in which case DigiCert will not charge the Remaining Certificate Plan Life Fee. If Customer elects to pay the Remaining Certificate Plan Life Fee, Customer may continue to access and use the Portal Account after the end of the Service Term, solely to manage existing Certificates until they expire or are revoked.
- c. Trust Lifecycle Manager Services.
  - i. Managed Certificates may include Certificates issued by DigiCert by other third-party issuers. Customer may remove Certificates from the Trust Lifecycle Manager Services so that they are no longer Managed Certificates. Such non-Managed Certificates will appear on reports generated using the Trust Lifecycle Manager Services, but Customer will no longer be able to manage such Certificates using the Trust Lifecycle Manager Services.
  - ii. To perform object discovery with Trust Lifecycle Manager, Customer must install a DigiCert agent on a target Server (or a sensor within a network) of Customer to run scans. Object discovery may be used to find cryptographic assets on a given Service, including Certificates and keys, and file scanning of binaries and archives for algorithms (to identify weak ciphers). For purposes of this provision, “**Server**” means a physical server or virtual server (i.e., virtual machine) of Customer, not a CPU.



- iii. The Excess Usage Fee if Customer exceeds its entitlement to Trust Lifecycle Manager Seats is calculated by *multiplying* the number of excess Trust Lifecycle Manager Seats *with* the price of such Seat.
- d. DNS Trust Manager Services.
  - i. The Excess Usage Fee, if any, applies to each month excess Services were consumed and will be invoiced to Customer on an annual basis unless specified otherwise in a Quote.
  - ii. Customer understands that the entitlement period for each DNS Trust Manager – Query and Query Log Seat is one month, i.e., the entitlement expires at the end of each month and begins again the next month.
- e. Software Trust Manager – Threat Detection Services.
  - i. The Excess Usage Fee, if any, applies to each month excess Services were consumed and will be invoiced to Customer on a quarterly basis unless specified otherwise in a Quote. Customer may, during the initial three months of the Service Term, use double its entitlement without incurring an Excess Usage Fee (e.g., if Customer purchases 10 Seats, then it may consume 20 Seats during the first three months without incurring an Excess Usage Fee) (such plan, the “**Flex Period**”). For the avoidance of doubt, the Flex Period is available only to new customers after an initial purchase and does not apply to renewals or extensions.
  - ii. Customer understands that the entitlement period for each Software Trust Manager – Threat Detection Seat is one month, i.e., the entitlement expires at the end of each month and begins again the next month.
  - iii. Customer understands that the minimum entitlement purchase is 10 Seats (i.e., 10 GB/month) unless otherwise specified in a Quote.
  - iv. If Customer uses a “freemium version” of Threat Detection, Customer understands that this version’s capabilities are confined to providing pass/fail level insights. Detailed information regarding detected issues, along with guidance for remediation, will not be available unless Customer upgrades to the paid version of Threat Detection. Customer shall not bypass any technical restrictions implemented in the freemium version to access features exclusive to the paid version.
- f. Device Trust Manager – TrustEdge Client. As made available by DigiCert, DigiCert permits Customer to download and use TrustEdge Client without first purchasing an entitlement to Seats (in such context, the Service is referred to as “**Freeware TrustEdge Client**”). Customer’s use of Freeware TrustEdge Client is limited to non-commercial usage only; provided, for the avoidance of doubt, that Customer is permitted to use Freeware TrustEdge Client in connection to pre-production pilots and proofs of concept prior to the purchase of an entitlement of Seats for production usage.
- g. Support Excess Usage Fee. If Customer pays an Excess Usage Fee related to additional Services used by Customer, then Customer will owe an Excess Usage Fee for support that is calculated, on a pro rata basis, with Excess Usage Fees related to the additional Services Customer used.
- h. HSM Services.
  - i. If Customer (i) has procured HSM Services (as defined below), (ii) elects not to renew its entitlement to the HSM Services (i.e., the Service Term associated with the HSM Services ends) or Customer terminates the HSM Services so that the Customer has received HSM Services for less than four years, and (iii) desires to take possession of the HSM(s) used by Customer during the Service Term, then Customer will owe a one-time “**HSM Retention Fee**” to take possession of the HSM(s) used by Customer during the Service Term. This fee will be calculated using the following formula: [Annual Cost of HSM Service \* (four years - the number of years Customer used the HSM Services prior to termination)]. Payment of the HSM Retention Fee must be made within 30 days from the effective date of the termination or expiration of the Service Term. If Customer has received HSM Services for more than four years and the current Service Term is terminated or expired, then no HSM Retention Fee will be due by Customer if it desires to take possession of the HSM(s) used by Customer during the Service Term. In such case, Customer must notify DigiCert in writing and take possession of the





HSM within 30 days after the effective date of termination. As used herein, "**HSM Services**" means the cloud-based HSM service offered by DigiCert whereby DigiCert will set-up and manage the HSM for use by Customer, and "**HSM**" means a hardware security module.

- ii. Alternatively, Customer may elect in writing within 24 hours of the termination or expiration of the Service Term to not take possession of the HSM(s), in which case DigiCert will not charge the HSM Retention Fee and will retain possession and take ownership of the HSM.
  - iii. If Customer pays the HSM Retention Fee or elects to obtain possession of the HSM as permitted, within 30 days after the effective date of termination, Customer agrees to promptly retrieve the HSM from DigiCert's premises. Customer shall coordinate with DigiCert to schedule a mutually convenient date and time for the retrieval. If Customer fails to retrieve the HSM within 30 days from the effective date of termination, DigiCert reserves the right to charge storage fees for each additional day the HSM remains on DigiCert's premises. The storage fees shall be communicated to Customer in advance and must be paid in full before the HSM is released. DigiCert reserves the right to withhold the release of the HSM until all outstanding payments, including any storage fees, are settled by Customer. If Customer fails to retrieve the HSM after 90 days, then DigiCert may retain possession and take ownership of the HSM for its own purposes.
  - iv. If DigiCert retains possession and takes ownership of the HSM, Customer acknowledges that, upon termination, any rights or licenses granted to Customer regarding the HSM are automatically revoked. Upon termination, DigiCert will wipe all data stored on the HSM. DigiCert has the right to reuse, repurpose, or reassign the HSM as it sees fit, and the Customer relinquishes any claim or interest in the HSM and agrees not to interfere with DigiCert's right to reuse the HSM. DigiCert shall not be liable for any loss of data or information that occurs as a result of the termination of the applicable Order Form or the Agreement.
- i. **Inflation Adjustments.** On each anniversary of a Quote, the fees for Services will increase by the greater of (a) 3% and (b) the percentage increase in the Inflation Adjustment Metric. DigiCert may calculate this percentage increase based on then-available numbers prior to each anniversary. "**Inflation Adjustment Metric**" means (a) if Customer is located in North America, Central America, South America or any country not otherwise covered in this definition, the Consumer Price Index for all urban consumers, US city average, All Items (CPI-U) published by the US Bureau of Labor Statistics, over the prior twelve months; (b) if Customer is located in Europe, Russia, the Middle East or Africa, the Harmonised Index of Consumer Prices for all items for the EU area published by Eurostat, over the prior twelve months; (c) if Customer is located in Japan, Japan's Consumer Price Index for all items published by Japan's Statistics Bureau, Ministry of Internal Affairs and Communications, for the prior calendar year; and (d) if Customer is located in Asia (other than Japan), Australia, New Zealand or the Pacific region, the average consumer prices for the East Asia region, as published by the International Monetary Fund, for the prior calendar year.

3. **IMPLEMENTATION, CONSULTING AND EDUCATION SERVICES – DESCRIPTION.** If purchased by Customer, DigiCert will provide Customer on a time-and-materials basis (unless another basis is set forth in an approved Quote) with assistance in implementing Services ("**Implementation Services**"), including, as applicable, with assistance in (i) obtaining industry certifications (including FIPS device certifications), (ii) porting code to new device types, (iii) analyzing Customer's current state with respect to Services implementation, (iv) advising Customer on an implementation solution according to Customer's environment, (v) general consulting services, (vi) implementing a proof-of-concept for Services, including by configuring a test environment for Customer's use of Services, not to exceed a limited duration and revocable at DigiCert's discretion, (vii) incorporating Customer feedback during the implementation phase of Services, and (viii) educational services and related materials for Customer's users via DigiCert's learning platform ("**DigiCert University**") or as otherwise provided in person (such education services, the "**DigiCert University Services**"). If Customer purchases DigiCert University Services, (i) the DigiCert University Services will be made available via DigiCert University unless the parties expressly agree otherwise, (ii) private trainings are limited to a maximum of twelve participants, (iii) open enrollment courses are not exclusive to Customer and enrollment is based on a first-come, first-service basis, and (iv) all material and educational services are provided on an off-the-shelf basis unless DigiCert has expressly agreed to offer custom training for Customer, as reflected in an approved Quote, in which case such custom training is provided on a time-and-materials basis. Customer's entitlement to use DigiCert



University Services expires 12 months after purchase if not otherwise specified in a Quote. Terms of packaged Implementation Services that Customer may purchase (Essential Package and Essential Plus Package) are set forth in the "Professional Service Essential Package Overview" available in the "Related Resources" section of <https://www.digicert.com/professional-services>. The Implementation Services are conditioned upon Customer's continuous cooperation and Customer providing reasonable notice prior to the commencement of Implementation Services. If Customer purchases FIPS device certifications, each Quote for such Service will specify the number of target operating environments (TOE) to which Customer is entitled to have certified. For clarity, not included in Quotes for Implementation Services are (a) subsequent FIPS recertifications due to revisions of FIPS requirements or otherwise, and (b) additional Services (including development work) required due to defects in Customer's hardware or environment, or in response to Customer's failure to provide reasonable cooperation during the scope of Implementation Services. If the parties enter into a mutually executed statement of work for Implementation Services (each, a "**Statement of Work**"), the terms of the Statement of Work take precedence over this Section 3.

4. **ENTITLEMENT VERIFICATION.** Customer shall maintain and use systems and procedures that allow Customer to accurately track, document, and report Customer's installations, deployment, access of or provision of access to, or operation of each Service in the quantities and versions used and allow DigiCert to audit such items (the "**Audit**"). Audits may be performed by DigiCert or its designated contractors. DigiCert shall provide at least ten (10) days' written notice to Customer before the start of an Audit and will conduct the Audit during normal business hours at Customer's facilities. Customer shall provide its full cooperation and assistance with such Audit and provide access to the applicable records and systems to verify compliance. If an Audit indicates that Customer's use of the Services exceeds its entitlement or is otherwise not in compliance with the scope of the license granted ("**Overuse**") then Customer shall pay for all Overuse quantities at DigiCert's then-existing list price plus any interest on past due amounts. If the Overuse is more than five percent (5%) of Customer's entitlement, then Customer shall reimburse DigiCert for DigiCert's reasonable out-of-pocket costs in performing the Audit. Unless otherwise set forth in a signed agreement between DigiCert and Customer, DigiCert will not submit to any Customer audit.