THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number
24-1258 A1

SAP Number

Innovation and Technology Department

Department Contract Representative	Jeremiah Thomas
Telephone Number	(909) 388-0641
Contractor	DigiCert, Inc.
Contractor Representative	N/A
Telephone Number	N/A
Contract Term	From the date of acceptance until terminated by either party.
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	1200604048

Briefly describe the general nature of the contract: Amendment No. 1 to the Services Specific Terms with DigiCert, Inc., including non-substantive changes adding terms based on type of certificate, for digital certificates, from the date of acceptance until terminated by either party.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Kaleigh Ragon Kaleigh Ragon, Deputy County Counsel	►	►
Date 12/10/2025	Date	Date

digicert

Service Specific Terms

The following terms apply only to the specific Services to which the Service Specific Terms relate. In the event of a conflict between these Service Specific Terms and the definitive agreement governing your purchase of Services, these Service Specific Terms will control. Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them at www.digicert.com/master-services-agreement/. If Service Specific Terms are included in an Order Form, then such Service Specific Terms will apply to the applicable Services set forth in such Order Form.

1. Certificates or QTSP Services

If Customer orders Certificates, then the applicable Certificate Terms of Use, the applicable Certification Practices Statement(s) ("**CPS**"), and the Privacy Policy, each available in the Legal Repository, will apply to such Services, including as to Customer's right to order, manage, and use, and DigiCert's provision and management of Certificates. The Web PKI Certificate Terms of Use available at www.digicert.com/web-pki-terms apply to publicly trusted TLS/SSL Certificates (excluding S/MIME and code signing Certificates) requested or issued by Customer. The E-Mail PKI Certificate Terms of Use available at www.digicert.com/email-pki-terms apply to publicly trusted S/MIME Certificates requested or issued by Customer. The Qualified Certificate Terms of Use available at www.digicert.com/qualified-certificate-terms (the "**Qualified Certificate Terms of Use**") apply to each Qualified Certificate and PKIoverheid Certificate (each, as defined in the Qualified Certificate Terms of Use) requested or issued by Customer. The X9 PKI Certificate Terms of Use available at www.digicert.com/x9-certificate-terms apply to X9 Certificates requested or issued by Customer. The Certificate Terms of Use available at www.digicert.com/certificate-terms (the "**Certificate Terms of Use**") apply to Certificates other than Qualified Certificates, PKIoverheid Certificates, X9 Certificates, publicly trusted Web PKI Certificates and publicly trusted S/MIME Certificates requested or issued by Customer. The applicable Certificate Terms of Use are incorporated herein by reference.

2. Services Addendum

If Customer orders, acquires or uses specific Services, including Services related to DigiCert ONE, DNS Trust Manager, Document Trust Manager, Software Trust Manager, Trust Lifecycle Manager, or enterprise Certificate Subscription Services through CertCentral, then the Services Addendum available in the Legal Repository and at https://www.digicert.com/services-addendum applies to such Services.

3. Thales, Gemalto or SafeNet Products or Services

If Customer acquires Thales, Gemalto or SafeNet product or services from DigiCert, then Customer's use of such product or service will be subject to the Thales End User License Agreement available at https://cpl.thalesgroup.com/legal, and purchase of Thales' cloud-based services through DigiCert will be subject to the terms available at https://www6.thalesgroup.com/service-specific-terms.

4. ReversingLabs Products or Services

If Customer acquires Software Trust Manager – Threat Detection from DigiCert, then Customer's use of components of the product or service that are provided by ReversingLabs will be subject to the End-User Software License Agreement available at https://rli.reversinglabs.com/static/ReversingLabs-EULA-v10-3.pdf, as updated from time to time.

5. HiveMQ Products or Services

If Customer acquires Device Trust Manager from DigiCert, then Customer's use of components of the product or service that are provided by HiveMQ, Inc. will be subject to the End User License Agreement available at https://www.hivemq.com/legal-products, as updated from time to time.

6. Beta Offerings and Services Offered on a Trial Basis

From time to time, DigiCert may, in its sole discretion, offer some features or products in the Services on a trial basis for evaluation, as a preview or proof of concept, or as an alpha, beta, experimental or other pre-release version (each, a "**Trial/Beta Offering**"), which may include access to documentation, scripts, code snippets, utilities, configuration profiles, sample code, or other software or Services. All rights to Trial/Beta Offerings are solely for internal testing and evaluation. If Customer seeks to use Trial/Beta Offerings in a production environment (i.e., in connection with products or services that are available on a public basis, or semi-public basis such as to external third-party users or customers of Customer), it may only do so if DigiCert approves in writing. DigiCert may discontinue, modify, restrict, terminate, or cease support for the Trial/Beta Offerings at any time, including with respect to related test environments, and may decide not to make any of the features and functionality generally available. Customer agrees that once Customer uses a Trial/Beta Offering, their content or data may be affected such that Customer may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, Customer may not be able to return or restore data created within the Trial/Beta Offering back to the prior non-beta version. If DigiCert provides

Customer access to any Trial/Beta Offerings on a closed beta or confidential basis, DigiCert will notify Customer of such as part of Customer's use of the Trial/Beta Offerings. For any such confidential Trial/Beta Offerings, Customer agrees to not disclose, divulge, display, or otherwise make available any of the Trial/Beta Offerings without DigiCert's prior written consent. DIGICERT EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, THAT ANY TRIAL/BETA OFFERING AS PROVIDED TO CUSTOMER, OR AS MAY BE PROVIDED TO CUSTOMER IN THE FUTURE, IS COMPLETE, VERIFIED, TESTED OR WITHOUT BUGS OR ERRORS, OR FIT FOR ANY PURPOSE. THE TRIAL/BETA OFFERING AND ANY RELATED DOCUMENTATION IS PROVIDED AT ALL RELEVANT TIMES AS IS, INCLUDING ALL OF ITS FAULTS, AS AVAILABLE. IN NO EVENT WILL DIGICERT BE LIABLE FOR ANY DAMAGES UNDER THE AGREEMENT RELATED TO TRIAL/BETA OFFERINGS, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUE, LOST PROFITS, OR CONSEQUENTIAL DAMAGES EVEN IF DIGICERT IS ADVISED OF THEIR POSSIBILITY.

7. China Privacy Consent

For natural persons representing the Customer and that reside within the territory of the People's Republic of China ("**PRC**") and who share their personal information, as that term is defined under the Personal Information Protection Law ("**PIPL**") and the Cybersecurity Law ("**CSL**") of the PRC, with DigiCert, you consent to the following:

a. DigiCert will collect your personal information, as described under the DigiCert Privacy Policy, for the purpose of providing you the products and services agreed to herein and in a manner that complies with PIPL and CSL;

b. DigiCert may collect certain sensitive personal information related to our validation process, including your government-issued identification, in a manner that complies with PIPL and CSL;

c. DigiCert may transfer your personal information outside of the PRC for data processing related to the products and services agreed to herein and in a manner that complies with PIPL and CSL; and

d. DigiCert may disclose your personal information to third parties for data processing related to the products and services agreed to herein and in a manner that complies with PIPL and CSL.

San Bernardino County

DELEGATED AUTHORITY – DOCUMENT REVIEW FORM
Department Signature

This form is for use by any department or other entity that has been authorized by Board of Supervisors/Directors' action to execute agreements, amendments to agreements or grant applications/awards, on their behalf. All documents to be executed under such delegated authority must be routed for County Counsel review (and Clerk of the Board as needed) prior to signature by designee. ***For detailed instructions on delegated authority, reference Section 7.2 of the Board Agenda Item Guidelines.***

Department/Agency/Entity: **Innovation and Technology** Due Back to Department By (Date): **12/16/2025**

Contact Name: **Jeremiah Thomas** Telephone: **(909) 388-0641**

Agreement No.: **24-1258** Amendment No.: **1** Date of Board Item: **12/17/24** Board Item No.: **55**

Name of Contract Entity/Project Name: **Digicert Service Specific Terms**

Include information from the Board Agenda Item that delegates authority, a justification for approval by the specified authority and how it connects to the original recommendation. Also include a brief background on the request, including details as to what program is being served, documents that require signature, and any other pertinent information, such as dollar amounts, date changes and details that summarize the action requested. If additional space is needed, please attach a separate page.

item No. 55 on the December 17, 2024 Consent Calendar, as approved by the Board of Supervisors, authorized the Chief Information Officer (CIO) or Assistant CIO to electronically accept updates to the Service Specific Terms (Contract No. 24-1258) with DigiCert, Inc. (DigiCert) subject to review by County Counsel, provided that such updated terms do not substantively modify the terms of the original agreement. DigiCert updated Contract No. 24-1258 on September 1, 2025, with non-substantive changes providing additional terms based on the type of certificates. This update was made known to the Innovation and Technology Department (ITD) on November 13, 2025, as part of ITD's annual term review to renew the digital certificates. This request is for approval for the CIO to electronically accept the updated DigiCert Service Specific Terms as Amendment No. 1 to Contract No. 24-1258, and transmit a copy to the Clerk of the Board within 30 days of acceptance in order for ITD to provide digital certificates that secure and encrypt communications between users and websites.

Select the document proposed for signature, which must be submitted with this request:

- ☐ **Standard County Contract**
- ☒ **Signed Coversheet and Non-Standard County Contract**
- ☐ **Grant Application**
- ☐ **Other:**

Attach the Board Agenda Item that delegated the authority, copies of the initial document (agreement, grant award, etc.) and all subsequent amendments. Note: If there are numerous amendments, please contact the assigned County Counsel to determine if all amendments need to be attached.

Department Routed to County Counsel	County Counsel Name: Kaleigh Ragon, Deputy County Counsel	Date Sent: 12/03/2025
Reviewing County Counsel Use Only	Review Date 12/10/2025 Kaleigh Ragon Signature	**Determination:** ☒ Within Scope of Delegated Authority ☐ Outside Scope of Delegated Authority; return to Department for preparation of agenda item
If the Board Agenda Item requires the document be returned to the Clerk of the Board, County Counsel will route the approved form and submission documents to COB-Delegated Authority with a cc to the department contact. Clerk of the Board will verify it meets the submission requirements and notify the department to transmit the executed hard copies within 30 days of execution. If the Board Agenda item does not require the document be returned to the Clerk of the Board, County Counsel will route the signed form back to the department.		

Note: *This process should NOT be used to execute documents under a master agreement or template, construction contract change orders, or approval of documents under County Policies 11-15 and 11-16. Contact your assigned County Counsel for instructions related to review of these documents.*