

Hardware Credential Devices For DigiCert Services

Warranty Information Supplement

Title to any credentials sold hereunder will pass to Customer or to any party designated by Customer upon shipment from DigiCert. Delivery of all items shall be Ex Works (EXW) DigiCert's shipping point – Incoterms 2010. For any credentials, title passes to Customer when such are made available to the carrier at DigiCert's shipping point. Freight terms must be collect or third party.

DigiCert will provide minor software upgrades, bug-fixes, patches, error corrections and enhancements which are developed by DigiCert or its vendors and made available to DigiCert's customers generally during Customer's subscription to applicable Service plan(s) on an "if and when available" basis.

Further, DigiCert will repair or replace (at DigiCert's election) any credential provided hereunder which are found to be defective up to three (3) years after the original credential shipment date, unless Customer has purchased credentials with Extended Warranty in which case DigiCert will repair or replace (at DigiCert's election) any such credential up to five (5) years after the original applicable credential shipment date.

RSA SecurID® Token

Notwithstanding the preceding paragraph, if the purchased credentials are *RSA SecurID® Tokens*, then the warranty period is for the purchased lifecycle of the credentials, *i.e.*, until the expiration date (mm/dd/yy) specified on the back of each token.

As used herein, "defective" refers to manufacturing defects that render the credential inoperable, including battery malfunctioning, early battery termination, LCD display malfunctioning, and faulty USB connectors; however, the warranty does not cover defects attributable to user error accidents, or other external causes.

SUCH WARRANTY SHALL BE CUSTOMER'S SOLE REMEDY AND DIGICERT'S SOLE LIABILITY RELATING TO ANY DEFECT OR FAILURE OF A CREDENTIAL SOLD HEREUNDER.

For customers in Australia:

In lieu of the preceding paragraph, the following disclaimer applies: SUCH WARRANTY SHALL BE CUSTOMER'S SOLE REMEDY AND DIGICERT'S SOLE LIABILITY (INCLUDING WITH RESPECT TO NEGLIGENCE) RELATING TO ANY DEFECT OR FAILURE OF A CREDENTIAL SOLD HEREUNDER TO THE MAXIMUM EXTENT PERMITTED BY LAW, WITHOUT EXCLUDING ANY IMPLIED CONDITION OR WARRANTY THE EXCLUSION OF WHICH WOULD CONTRAVENE ANY STATUTE (INCLUDING THE TRADE PRACTICES ACT 1974 (CTH)) OR CAUSE ANY PART OF THIS CLAUSE TO BE VOID (NON-EXCLUDABLE CONDITION). DIGICERT'S LIABILITY TO CUSTOMER FOR BREACH OF ANY NON-EXCLUDABLE CONDITION (OTHER THAN AN IMPLIED WARRANTY OF TITLE) IS LIMITED, AT DIGICERT'S OPTION, TO REFUNDING THE PRICE OF THE GOODS OR SERVICES IN RESPECT OF WHICH THE BREACH OCCURRED OR TO PROVIDING, REPLACING OR REPAIRING THOSE GOODS OR PROVIDING THOSE SERVICES AGAIN (EXCEPT FOR GOODS OR SERVICES OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, IN RESPECT OF WHICH DIGICERT'S LIABILITY IS NOT LIMITED UNDER THESE TERMS).