

**IMPORTANT: READ CAREFULLY**

THIS QUOVADIS SSL CERTIFICATE SUBSCRIBER AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN THE SUBSCRIBER OF A QUOVADIS BUSINESS SSL CERTIFICATE OR AN EXTENDED VALIDATION ("EV") SSL CERTIFICATE ("YOU" OR "THE SUBSCRIBER") AND QUOVADIS LIMITED ("QUOVADIS").

ALL SUBSCRIBERS MUST FIRST READ THIS AGREEMENT AND AGREE, ACCEPT AND BE BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO BE THE SUBSCRIBER OF A QUOVADIS SSL CERTIFICATE AND YOU MUST TERMINATE YOUR APPLICATION OR REQUEST REVOCATION OF SUCH SSL CERTIFICATE. THIS AGREEMENT INCORPORATES BY REFERENCE ANY CERTIFICATE POLICIES CONTAINED IN THE QUOVADIS SSL CERTIFICATE AND CONDITIONS OF THE APPLICABLE ROOT CERTIFICATE POLICY/CERTIFICATION PRACTICE STATEMENT ("CP/CPS") LOCATED AT <http://www.quovadisglobal.com/repository>.

THE USE OF A DIGITAL CERTIFICATE SIGNIFIES ACCEPTANCE OF THAT DIGITAL CERTIFICATE. BY ACCEPTING A CERTIFICATE, THE SUBSCRIBER ACKNOWLEDGES THAT THEY AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS SUBSCRIBER AGREEMENT AND THE CP/CPS.

CAPITALIZED TERMS NOT DEFINED IN THIS AGREEMENT HAVE THE MEANING SPECIFIED IN THE CP/CPS.

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QuoVadis and the Subscriber, intending to be legally bound, agree as follows:

1. **Issuance; Fees:** Upon the Subscriber's submission of a completed Application and QuoVadis' acceptance of that Application, QuoVadis shall issue the number of certificates applied for by the Subscriber. The Subscriber shall pay the then-current published price for such SSL Certificate(s).
2. **Use, Purpose and Limitations:** The Subscriber shall use the QuoVadis SSL Certificate in accordance with the terms and conditions of the CP/CPS.
3. **Role and Obligations of QuoVadis:** QuoVadis shall act as the Certification Authority for the QuoVadis SSL Certificate and perform its obligations as specified in this Agreement and the CP/CPS. QuoVadis is not responsible or liable for the cryptographic methods used in connection with the QuoVadis SSL Certificate. QuoVadis represents and warrants that it has followed the requirements of the CP/CPS in issuing the SSL Certificate and in verifying the accuracy of the information contained in the Certificate. Additional warranties, identified in the CP/CPS, apply to QuoVadis EV SSL Certificates.
4. **Role and Obligations of the Subscriber:** Before accepting and using a QuoVadis SSL Certificate, the Subscriber must: (i) generate its own Key Pair; (ii) submit an Application; and (iii) accept and agree to the terms of this Agreement. The Subscriber is solely responsible for the generation of the Key Pair to which the QuoVadis SSL Certificate relates and for the security protection of the Private Key underlying the QuoVadis SSL Certificate.

The Subscriber represents and warrants, so long as the SSL Certificate is valid, that

- (a) The Subscriber has provided/will provide accurate and complete information, both in the Certificate Request and as otherwise requested by QuoVadis. The Subscriber consents to QuoVadis retaining such registration information in accordance with the QuoVadis data retention policy;
- (b) The Subscriber will take all reasonable measures necessary to maintain sole control of, keep confidential, and properly protect at all times the Private Key that corresponds to the Public Key to be included in the requested SSL Certificate(s) (and any associated access information or device – e.g., password or token);
- (c) The Subscriber will not install and use the SSL Certificate(s) until it has reviewed and verified the accuracy of the data in each SSL Certificate;
- (d) The Subscriber will install the SSL Certificate only on the server accessible at the domain name listed on the SSL Certificate, and to use the SSL Certificate solely in compliance with all applicable laws, solely for authorized company business, and solely in accordance with the Subscriber Agreement;
- (e) The Subscriber will promptly cease using an SSL Certificate and its associated Private Key, and promptly request that QuoVadis revoke the SSL Certificate, in the event that: (a) any information in the SSL Certificate is or becomes incorrect or inaccurate, or (b) there is any actual or suspected misuse or compromise of the Subscriber's Private Key associated with the Public Key listed in the SSL Certificate;
- (f) The Subscriber will promptly cease all use of the Private Key corresponding to the Public Key listed in an SSL Certificate upon expiration or revocation of that SSL Certificate.

The Subscriber shall indemnify and hold harmless QuoVadis from any and all damages and losses arising out of: (i) use of a QuoVadis SSL Certificate in a manner not authorized by QuoVadis; (ii) tampering with a QuoVadis SSL Certificate; or (iii) any misrepresentations made during the use of a QuoVadis SSL Certificate. In addition, the Subscriber shall indemnify and hold harmless QuoVadis from and against any and all damages (including legal fees) for lawsuits, claims or actions by third-parties relying on or otherwise using a QuoVadis SSL Certificate relating to: (i) the Subscriber's breach of its obligations under this

Agreement or the CP/CPS; (ii) the Subscriber's business and the use of or reliance upon a QuoVadis SSL Certificate in connection with its business, it being acknowledged by the Subscriber that by entering into and performing its obligations under this Agreement, QuoVadis does not assume and should not be exposed to the Subscriber's business and operational risks; (iii) the Subscriber's failure to protect its Private Key; or (iv) claims (including without limitation infringement claims) pertaining to content or other information or data supplied by the Subscriber.

5. **Revocation:** Certificates issued by QuoVadis will be revoked on the occurrence of any of the following events:
- (a) The Subscriber requests revocation of its Certificate;
  - (b) The Subscriber indicates that the original Certificate Request was not authorized and does not retroactively grant authorization;
  - (c) QuoVadis obtains reasonable evidence that the Subscriber's Private Key (corresponding to the Public Key in the Certificate) has been compromised, or that the Certificate has otherwise been misused;
  - (d) QuoVadis receives notice or otherwise become aware that a Subscriber violates any of its material obligations under the Subscriber Agreement;
  - (e) The Subscriber fails or refuses to comply, or to promptly correct inaccurate, false or misleading information after being made aware of such inaccuracy, misrepresentation or falsity;
  - (f) QuoVadis determines, in its sole discretion, that the Private Key corresponding to the Certificate was used to sign, publish or distribute spyware, Trojans, viruses, rootkits, browser hijackers, phishing, or other content, or that is harmful, malicious, hostile or downloaded onto a user's system without their consent;
  - (g) QuoVadis receives notice or otherwise become aware that a court or arbitrator has revoked a Subscriber's right to use the domain name listed in the Certificate, or that the Subscriber has failed to renew its domain name;
  - (h) QuoVadis receives notice or otherwise becomes aware of a material change in the information contained in the Certificate;
  - (i) A determination, in QuoVadis' sole discretion, that the Certificate was not issued in accordance with the terms and conditions of the CP/CPS;
  - (j) If QuoVadis determines that any of the information appearing in the Certificate is not accurate;
  - (k) QuoVadis ceases operations for any reason and has not arranged for another CA to provide revocation support for the Certificate;
  - (l) QuoVadis' right to issue Certificates by law, regulation, or policy expires or is revoked or terminated;
  - (m) QuoVadis' Private Key for that Certificate has been compromised;
  - (n) Such additional revocation events as QuoVadis publishes in its CP/CPS or deems appropriate based on the circumstances of the event; or
  - (o) QuoVadis receives notice or otherwise becomes aware that a Subscriber has been added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination under the laws of QuoVadis' jurisdiction of operation.
6. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THE CP/CPS, QUOVADIS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, RELATING TO ANY QUOVADIS SSL CERTIFICATE OR ANY RELATED SERVICES PROVIDED BY QUOVADIS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. **LIMITATION OF LIABILITY AND DAMAGES:** DESPITE ANY CONTRARY PROVISION CONTAINED IN THIS AGREEMENT OR THE CP/CPS, THE MAXIMUM LIABILITY OF QUOVADIS FOR ANY DAMAGES ARISING UNDER THIS AGREEMENT WILL NOT EXCEED US\$250,000.

IN NO EVENT WILL QUOVADIS BE LIABLE TO THE SUBSCRIBER OR ANY THIRD-PARTY RELYING UPON OR OTHERWISE MAKING USE OF A QUOVADIS SSL CERTIFICATE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF QUOVADIS HAS BEEN ADVISED OF THE LIKELIHOOD OF THOSE DAMAGES IN ADVANCE.

THE SUBSCRIBER'S USE OF A QUOVADIS SSL CERTIFICATE IN A TRANSACTION WHERE THE POTENTIAL LIABILITY EXPOSURE IS GREATER THAN THAT CERTIFICATE'S MAXIMUM LIABILITY LIMIT AS SPECIFIED IN THIS SECTION 7 IS AT THE SUBSCRIBER'S OWN RISK.

8. **Third-Party Beneficiaries:** All application software and operating system vendors with whom QuoVadis has entered into a contract for inclusion of the QuoVadis Root Certificate as a trusted root certificate in their software and all relying parties who actually rely on such SSL Certificate during the period when the Certificate is valid are intended third party beneficiaries of this Agreement.
9. **Term & Termination:** This Agreement is effective upon QuoVadis' acceptance of the Subscriber's Application, and will terminate, except for those provisions which by their nature survive termination, upon the earliest of: (i) the latest expiration date of the QuoVadis SSL Certificates issued to You under this Agreement; (ii) a breach of the Subscriber's obligations under this Agreement; (iii) the Subscriber's written request; or (iv) revocation of all QuoVadis SSL Certificates issued to You under this Agreement.

10. **User ID, Passwords:** If the Subscriber receives a user ID and/or password for purposes of accessing QuoVadis' web site, the Subscriber shall treat that user id and/or password as confidential information and shall only provide it to its employees who need to know.
11. **Assignment:** The Subscriber shall not assign its rights or delegate its obligations under this Agreement or assign or delegate the QuoVadis SSL Certificate to any third party. Any attempted assignment or delegation will be void. QuoVadis may assign its rights and delegate its obligations under this Agreement upon notice to the Subscriber.
12. **Severability:** If any provision of this Agreement is declared or found to be illegal, unenforceable or void, that provision will be ineffective, but only to the extent that it is illegal, unenforceable or void, and will be amended to the extent necessary to make it legal and enforceable while preserving its intent. In addition, if the remainder of this Agreement will not be affected by that declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the maximum extent permitted by law. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.
13. **Governing Law:** The Relationships between the Participants are dealt with under the system of laws applicable under the terms of the contracts entered into. In general these can be summarised as follows;
  - Dispute between the Root CA and an Issuing CA is dealt with under Bermuda Law.
  - Dispute between an Issuing CA and a Registration Authority is dealt with under the applicable law of the Issuing CA.
  - Dispute between an Issuing CA and an Authorised Relying Party is dealt with under the applicable law of the Issuing CA.
14. **Entire Agreement, Amendment:** This Agreement is the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or understandings between the parties regarding its subject matter. If there is any conflict between the provisions of this Agreement and the CP/CPS, the provisions of this Agreement will prevail. This Agreement may be amended or modified only by a written instrument executed by both parties.
15. **Force Majeure:** QuoVadis is excused from performance under this Agreement and has no liability to the Subscriber or any third-party for any period when QuoVadis is prevented from performing all or part of its obligations, due to an act of God, war, civil disturbance, court order, labor dispute, or other similar event beyond QuoVadis' reasonable control.
16. **Notices:** All notices provided by the Subscriber are considered given when in writing and delivered in hand by independent courier, delivered by registered or certified mail-return receipt requested, or sent by facsimile with receipt confirmed by telephone or other verifiable means, to:

QuoVadis Limited, Suite 1640, 48 Par La Ville Road, Hamilton HM11, Bermuda  
Website: [www.quovadisglobal.com](http://www.quovadisglobal.com); Electronic Mail: [compliance@quovadisglobal.com](mailto:compliance@quovadisglobal.com)

YOU REPRESENT AND WARRANT THAT: (A) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON THE SUBSCRIBER'S BEHALF AND TO BIND THE SUBSCRIBER TO THE TERMS OF THIS AGREEMENT; (B) SUBSCRIBER IS THE ENTITY THAT IT CLAIMS TO BE IN THE QUOVADIS SSL CERTIFICATE APPLICATION; (C) THE SUBSCRIBER HAS THE FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT; AND (D) THIS AGREEMENT AND THE PERFORMANCE OF THE SUBSCRIBER'S OBLIGATIONS UNDER THIS AGREEMENT DO NOT VIOLATE ANY THIRD-PARTY AGREEMENT TO WHICH THE SUBSCRIBER IS A PARTY.