

**IMPORTANT: READ CAREFULLY**

THIS QUOVADIS CODE-SIGNING CERTIFICATE SUBSCRIBER AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN THE SUBSCRIBER OF SUCH CERTIFICATE ("YOU," "THE APPLICANT" OR "THE SUBSCRIBER") AND QUOVADIS LIMITED ("QUOVADIS").

IF YOU ARE A SERVICE PROVIDER TO THE CONTENT ORIGINATOR AND WILL BE HOLDING THE CORRESPONDING PRIVATE KEY USED TO SIGN SUCH CONTENT, "SUBSCRIBER" INCLUDES YOU. YOU REPRESENT, WARRANT AND COVENANT THAT YOU HAVE FULL AGENCY AND AUTHORITY TO BIND THE CONTENT ORIGINATOR TO THE TERMS AND CONDITIONS OF THIS SUBSCRIBER AGREEMENT BY YOUR ACCEPTANCE HEREOF, THAT BOTH OF YOU SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE PERFORMANCE HEREOF, THAT YOU SHALL PROCURE THE CONTENT ORIGINATOR'S FULL COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS SUBSCRIBER AGREEMENT, AND THAT YOU HAVE OR WILL OBTAIN THE CONTENT ORIGINATOR'S PERMISSION TO DIGITALLY SIGN SUCH CONTENT.

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 CODE-SIGNING CERTIFICATE AND YOU MUST TERMINATE YOUR APPLICATION OR REQUEST REVOCATION OF SUCH CODE-SIGNING CERTIFICATE. THIS AGREEMENT INCORPORATES BY REFERENCE ANY CERTIFICATE POLICIES CONTAINED IN THE QUOVADIS CODE-SIGNING CERTIFICATE AND CONDITIONS OF THE APPLICABLE QUOVADIS 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.

---

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 Code-Signing certificates applied for by the Subscriber. The Subscriber shall pay the then-current published price for such

**QuoVadis Code-Signing Certificate  
Subscriber Agreement**

8. **Third-Party Beneficiaries:** The Subject named in the Code-Signing Certificate, Microsoft and all other 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 Code-Signing 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 Code-Signing 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 Code-Signing 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 Code-Signing 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