

## SSL Certificate Subscriber Agreement

IMPORTANT — THIS SSL CERTIFICATE SUBSCRIBER AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN TRUSTCOR SYSTEMS S. DE R.L. AND ITS SUBSIDIARIES ("TRUSTCOR CA", "TRUSTCOR", "WE" OR "US") AND THE ENTITY YOU REPRESENT IN EXECUTING THIS AGREEMENT ("SUBSCRIBER" OR "YOU"). YOU MUST READ THIS AGREEMENT BEFORE APPLYING FOR, ACCEPTING, OR USING A TRUSTCOR CA BASIC, TRUSTCOR CA ENHANCED OR TRUSTCOR CA ENTERPRISE CERTIFICATE (COLLECTIVELY A "CERTIFICATE"). THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS APPLICABLE TO SUBSCRIBER IN USING THE SERVICE. BY CLICKING "ACCEPT" OR BY USING THE SERVICE, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO ENTER INTO THIS AGREEMENT AND FULLY PERFORM ITS OBLIGATIONS HEREUNDER, AND YOU AGREE TO BECOME A PARTY TO, AND BE BOUND BY, THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE ANY SSL CERTIFICATE ISSUED UNDER THIS AGREEMENT AND DO NOT CLICK "I ACCEPT".

IF YOU ARE A CUSTOMER OF A RESELLER (AS DEFINED HEREIN), SUBSCRIBER REPRESENTS AND WARRANTS THAT IT AUTHORIZES SUCH RESELLER TO APPLY FOR, ACCEPT, INSTALL, MAINTAIN, RENEW, AND, IF NECESSARY, REVOKE THE CERTIFICATE ON SUBSCRIBER'S BEHALF. BY AUTHORIZING THE RESELLER TO USE YOUR CERTIFICATE, SUBSCRIBER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

IF YOU ARE A RESELLER AND ARE ACTING AS THE AUTHORIZED REPRESENTATIVE OF A SUBSCRIBER IN APPLYING FOR A CERTIFICATE, RESELLER AGREES TO THE REPRESENTATIONS AND WARRANTIES AS SET FORTH IN THIS AGREEMENT. IF YOU ARE A RESELLER, BUT ARE SOLELY APPLYING FOR YOUR OWN CERTIFICATE, THIS AGREEMENT APPLIES TO YOU AS A SUBSCRIBER IN ITS ENTIRETY, EXCLUDING THE RESELLER-SPECIFIC OBLIGATIONS.

### 1. Definitions.

*The capitalized terms used in this Agreement shall have the following meanings unless otherwise specified and any reference to the singular includes the plural and vice versa.*

**"Authenticate"** or **"Authentication"** means the actions a CA takes to confirm that: (i) the Subscriber is entitled to use the domain name listed in the Certificate Application, if a domain name is listed in such Certificate Application; (ii) the Subscriber's organization does in fact exist; (iii) the Subscriber's organization has authorized the Certificate Application; and (iv) the person submitting the Certificate Application on behalf of the Subscriber is authorized to do so.

**"Certificate"** means an electronic document that uses a Digital Signature to bind a Public Key with an identity (person or organization) and, at least, states a name or identifies the issuing certificate authority, identifies the Subscriber, contains the Subscriber's Public Key, identifies the Certificate's Operational Period, contains a Certificate serial number, and contains a Digital Signature of the issuing certificate authority.

**"Certificate Applicant"** is an individual or organization that requests the issuance of a Certificate by a CA, provided, however, that when a Reseller acts on behalf of its customer through the TrustCor CA Reseller portal, such customer shall be deemed the Certificate Applicant.

**"Certificate Application"** is a request from a Certificate Applicant (or authorized agent of the Certificate Applicant) to a CA for the issuance of a Certificate.

**"Certification Authority"** or **"CA"** means an organization that is responsible for the creation, issuance, revocation, and management of Certificates. For purposes of this Agreement, CA shall mean TrustCor CA or any other TrustCor CA authorized entity.

**"Common Name"** or **"CN"** means a domain name when used in SSL Certificates (e.g. [www.domainname.com](http://www.domainname.com)).

**"Compromise"** means a loss, theft, disclosure, modification, unauthorized use or other compromise of the security of a Private Key.

**"Confidential Information"** means any information, documentation, system or process concerning the business operations, products, services and customers that may not be accessible or known to the general public, including all information about the Certificate issuance services.

**"Certification Practice Statement" or "CPS"** means one of several documents forming the governance framework in which Certificates are created, issued, managed and used. TrustCor CA's CPS is revised from time to time and published to the Repository.

**"Digital Signature"** means an encrypted electronic data file which is attached to or logically associated with other electronic data and which identifies and is uniquely linked to the signatory of the electronic data, is created using the signatory's Private Key and is linked in a way so as to make any subsequent changes to the electronic data detectable.

**"Intellectual Property Rights"** means any and all now known or hereafter existing rights associated with intangible property, including, but not limited to, registered and unregistered, United States and foreign copyrights, trademarks, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

**"Private Key"** means a cryptographic key that is kept secret by a Subscriber that is used to create Digital Signatures and/or decrypt electronic records or files that were encrypted with the corresponding Public Key. Private Keys are to bootstrap secured communications between two entities.

**"Public Key"** means a Subscriber's publicly-disclosed encrypted electronic key that is contained in Subscriber's Certificate and corresponds to the secret Private Key that a Subscriber uses, using the same encryption algorithm.

**"Public Key Infrastructure" or "PKI"** means the set of hardware, software, people, procedures, rules and obligations, governed by TrustCor CA's certificate policies, used to facilitate the trustworthy creation, issuance, management and use of Certificates and keys based on Public Key Cryptography. For purposes of this Agreement, the PKI enables the worldwide deployment and use of Certificates by TrustCor CA, its subsidiaries and affiliates, their respective customers, Subscribers and Relying Parties.

**"Relying Party"** means an entity, other than Subscriber, that acts in reliance on a Certificate or a Digital Signature.

**"Repository"** means an online database containing publicly-disclosed PKI governance documents (such as Certificate Policies and Certification Practice Statements) and Certificate status information, either in the form of a CRL or an OCSP response. Which may be accessed from the website of the Company from which you applied for your Certificate.

**"Reseller"** means an entity providing web services for another, such as an internet service provider, a systems integrator, a web host, a technical consultant, an application service provider or other entity that obtains Certificates for re-sale.

**"Seal"** means an electronic image featuring a TrustCor CA mark, which when displayed by you on your website indicates that you have purchased TrustCor CA Service(s) and, when clicked on, indicates which TrustCor CA Service(s) you have purchased and whether such services are active.

**"Services"** means, collectively, the digital certificate service and any collateral product, benefit or utility that TrustCor CA makes available to you through your purchase of the SSL Certificate.

**"Server"** means a computer or device on a network that manages network resources, including but not limited to a Web, email, file or application server.

**"Subscriber"** means a person, organization or entity who is the owner of or has the right to the device that is the subject of, and has been issued a Certificate, and is capable of using, and is authorized to use, the Private Key that corresponds to the Public Key listed in the Certificate; provided, however, that an entity acting as a Reseller that submits a Certificate Application on behalf of its customer and manages the lifecycle processes of such customer's Certificate is not the Subscriber and the Reseller's customer is the actual Subscriber and is ultimately responsible for the Subscriber's obligations under the appropriate Subscriber Agreement.

“**Subscriber Agreement**” means an agreement between the CA and the Applicant/Subscriber that specifies the rights and responsibilities of the parties.

## 2. Service and Products.

### 2.1. Request.

When applying for a Certificate, Subscriber shall submit a certificate request in a form specified by TrustCor CA for each ordered Certificate (“**CertificateRequest**”).

### 2.2. Validation.

Upon acceptance of a Certificate request, TrustCor CA will review the request and attempt to verify the relevant information in accordance with the validation procedures listed in the CPS and industry standards. Verification is subject to TrustCor CA’s sole discretion, and TrustCor CA may refuse to issue a Certificate for any reason. TrustCor CA will notify Subscriber if a Certificate request is refused but TrustCor CA is not required to provide a reason for the refusal.

### 2.3. License of Certificate.

Subject to the terms and conditions stated in this Agreement, after issuance of a Certificate, effective immediately after delivery and continuing until the Certificate expires or is revoked, TrustCor CA grants Subscriber a revocable, non-exclusive, non-transferable license to use the issued Certificate for the purposes described in the CPS, in accordance with all applicable laws, regulations, industry standards and with the terms herein. Subscriber will promptly inform TrustCor CA if it becomes aware of any misuse of a Certificate or Private Key. Subscriber is responsible for obtaining and maintaining any authorization or license necessary to order, use and distribute a Certificate to end users and systems, including any license required under United States export laws.

### 2.4. Seal.

To the extent included with the purchased Services, TrustCor CA grants Subscriber a license to display purchased Seals on domain(s) secured by a TrustCor CA Certificate. When revoking a Certificate, TrustCor CA may also revoke any Seals issued to the same site. Subscriber shall not modify a Seal in any manner. Subscriber shall not display or use a Seal (i) to represent that TrustCor CA guarantees any non-TrustCor CA products or services, (ii) on a site that is misleading, defamatory, libelous, disparaging, obscene or otherwise objectionable to TrustCor CA, or (iii) in a way that harms TrustCor CA’s rights to its trademarks or harms TrustCor CA’s business reputation.

## 3. Subscriber Obligations.

### 3.1. Subscriber Obligations.

Subscriber agrees to:

- (i) provide accurate and complete information at all times to TrustCor CA in the Certificate Application and as otherwise requested in connection with the issuance of Certificates;
- (ii) only install and use a Certificate on domains owned or controlled by Subscriber and on the server(s) that are accessible at the domain names listed in the issued Certificate;
- (iii) use the Certificate only for authorized and legal purposes, consistent with the purposes listed in the CPS, this Subscriber Agreement and in accordance with industry standards;
- (iv) review and verify the information in each Certificate prior to installing and using the Certificate, and promptly notify TrustCor CA of any errors;
- (v) promptly notify TrustCor CA if Subscriber becomes aware of any misuse of the Certificate and assist TrustCor CA in preventing, curing and rectifying any misuse;
- (vi) take all reasonable measures to assure control of, keep confidential and properly protect at all times the Private Key that corresponds to the Public Key to be included in a Certificate;
- (vii) immediately cease using the Certificate and its associated Private Key and promptly request TrustCor CA to revoke the Certificate if the information within Subscriber’s Certificate is, or has become, incorrect or inaccurate;

(viii) immediately cease using the Certificate and its associated Private Key and promptly notify TrustCor CA if Subscriber discovers, or has reason to believe, there is misuse or compromise of the Private Key associated with the Certificate;

(ix) cease any and all use of the Certificate and its Private Key upon expiration or notice of revocation of the Certificate; and agree to not use the Certificate for any purpose thereafter.

(x) obtain and enforce any consent, authorization, permission or license that maybe required for Subscriber's lawful use of the Certificates; and

(xi) abide by all applicable laws, rules, regulations and guidelines when using a Certificate.

### 3.2. Restrictions.

Subscriber is prohibited from using a Certificate:

(i) to impersonate or misrepresent Subscriber's affiliation with any entity;

(ii) to perform Private or Public Key operations in connection with any Domain and/or organization name other than the one(s) submitted on the Certificate Application;

(iii) to upload or distribute any files or software that may damage the operation of another's computer;

(iv) to issue other certificates;

(v) or any related software to breach the confidence of a third party or to send or receive unsolicited bulk correspondence;

(vi) or any related software in a manner that could reasonably result in a civil or criminal action being taken against Subscriber or TrustCor CA;

(vii) for use as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury or severe environmental damage;

(viii) to make representations about, or use the Certificate in any other manner except as specifically allowed in the CPS.

## 4. Reporting and Revocation.

4.1. If Subscriber discovers or has reason to believe there has been a compromise of Subscriber's Private Key, or the information within Subscriber's Certificate is, or has become, incorrect or inaccurate, or if Subscriber's organization name and/or domain name registration has changed, Subscriber must immediately cease using the Certificate and its associated Private Key, and Subscriber must promptly request TrustCor CA to revoke the Certificate.

4.2. TrustCor CA retains the right to revoke a Certificate at any time, without notice, if TrustCor CA discovers or has reason to believe that:

(i) Subscriber requests the Certificate to be revoked;

(ii) Subscriber did not authorize the Certificate Request and has not retroactively granted authorization;

(iii) the information within a Certificate is no longer valid, inaccurate or misleading. Note that TrustCor CA has no responsibility to monitor for accuracy of the Certificate data post-release of the Certificate;

(iv) Subscriber violates or fails to perform obligations under the terms of this Agreement or the policies set out in the CPS;

(v) TrustCor CA determines in its sole discretion that the continued use of a Certificate may compromise the security or integrity of the PKI or TrustCor CA.

(vi) the Certificate was not issued or used in accordance with the CPS or industry standards;

(vii) there has been a compromise of the Private Key corresponding to the Certificate, if there is misuse of the Certificate or if the issuance of the Certificate no longer complies with industry standards;

(viii) the Subscriber is added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination.

## 5. Fees and Payment.

### 5.1. Payment.

As consideration for the Certificate you have purchased, Subscriber shall pay all applicable fees for the Certificate before the Certificate is issued. Certificate fees are provided to Subscriber during the application process. All payments are non-refundable, except in the case where the Certificate was purchased from a Reseller and their policies state otherwise. A refund will not be issued if the Subscriber has used the Certificate.

### 5.2. Taxes.

All fees payable by Subscriber under this Agreement are net amounts and are payable in full, without deduction for taxes, duties, fees and other governmental charges of any kind. Subscriber will be responsible for all required taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes) associated with this Agreement, but excluding taxes based on the net income of TrustCor CA.

## 6. Terms of Service.

### 6.1. Term.

Unless otherwise terminated as allowed herein, this Agreement is effective upon Subscriber's acceptance and will remain in effect unless earlier terminated in accordance with this Agreement, and lasts for as long as a Certificate issued under this Agreement is valid.

### 6.2. Survival.

The Certificate Terms of Use ("Terms of Use") survive termination of this Agreement until all Certificates issued expire or are revoked. In addition, all obligations and representations of the parties of this Agreement related to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of this Agreement.

### 6.3. Modifications.

TrustCor CA may (i) revise the terms of this Agreement; and/or (ii) change part of the Services provided herein at any time. Any such change will be binding and effective immediately upon publication of the change on TrustCor CA's websites, or upon notification to the Subscriber by email. Subscriber agrees to periodically review the Repository in order to be aware of any changes. If Subscriber does not agree to the changes made, Subscriber may terminate this Agreement by notifying TrustCor CA. By continuing to use any of TrustCor CA's Services after any change is made, Subscriber agrees to abide by and be bound thereby.

## 7. Proprietary Rights.

### 7.1. TrustCor CA Rights.

Subscriber acknowledges that TrustCor CA retains all Intellectual Property Rights and Subscriber will not obtain or claim, any title, interest and ownership rights in:

- (i) the Certificates, API, and/or customer account;
- (ii) any and all associated software and any techniques and ideas embedded therein;
- (iii) all copies or derivative works of the Certificates, regardless of who produced, requested or suggested the copy or derivative work;
- (iv) all documentation and marketing material provided by TrustCor CA to Subscriber, and;
- (v) all of TrustCor CA's copyrights, patent rights, trade secret rights and other proprietary rights.

### 7.2. Trademarks.

Subscriber agrees to not use a TrustCor CA trademark without TrustCor CA's written consent. TrustCor CA consents to Subscriber's use of trademarks in connection with purchased site Seals.

## 8. Confidentiality.

8.1. Each party will keep confidential all Confidential Information it receives from the other party or its affiliates. Each party will not use or disclose any Confidential Information other than for the purpose of

fulfilling its obligations under this Agreement and will protect all Confidential Information against disclosure using a reasonable degree of care. If a receiving party is compelled by law to disclose Confidential Information of the disclosing party, the receiving party will use reasonable efforts to first send sufficient prior notice to the disclosing party of the requirement to disclose the information, and seek confidential treatment for the Confidential Information.

#### 8.2. Exclusions:

Notwithstanding the foregoing, Confidential Information does not include information that (i) was lawfully known or received by the receiving party prior to disclosure, (ii) is or becomes part of the public domain, other than as a result of a breach of this Agreement, (iii) was disclosed to the receiving party by a third party who is not in breach of any confidentiality obligation in respect to such information, or (iv) is independently developed by the receiving party without resort to the Confidential Information.

### 9. Privacy.

#### 9.1. Privacy Policy.

TrustCor CA will treat and process all data and information provided by Subscriber in the Certificate Application and/or enrollment process in accordance with the Privacy Policy specific to these Services ("TrustCor Privacy Policy"), as amended from time to time and accessible from the home page of TrustCor's website. TrustCor CA will make good faith efforts in protecting information either provided by Subscriber or obtained during the verification process, in a secure operating environment. However, risks remain that are beyond TrustCor CA's reasonable control therefore, Subscriber acknowledges that absolute security cannot be guaranteed and waives all liability of TrustCor CA for these risks.

#### 9.2. Consent.

You agree and consent that TrustCor CA may place in your Certificate information that you provide in your Certificate Application. TrustCor CA may also (i) publish your Certificate and information about its status in the Repository and other third party sites; and (ii) use such information for the purposes set out in this Agreement and in the TrustCor Privacy Policy. If you are a Reseller acting on behalf of a customer, you warrant that you have all necessary rights (including consents) to provide your customer information to TrustCor CA. You are aware that TrustCor CA will process and/or transfer the information you provide in your Certificate Application in jurisdictions where TrustCor CA maintains a presence. This consent survives termination of this Agreement. For further information on processing of customer data, please see our applicable Privacy Policy available at <https://www.trustcor.com/privacy/>.

### 10. Warranties and Representations.

10.1. Subscriber represents and warrants to TrustCor CA and Relying Parties that (i) all material information Subscriber provides to TrustCor CA for the issuance of a Certificate is both accurate and complete; (ii) Subscriber will inform TrustCor CA if the representations made to TrustCor CA in the Certificate Application changed or are no longer valid; (iii) the Certificate information provided does not infringe the Intellectual Property Rights of any third party; (iv) the Certificate information provided has not been and will not be used for any unlawful purpose; (v) Subscriber, or someone explicitly authorized by Subscriber, have been (since the time of its creation) and will remain the only person(s) possessing Subscriber's Private Key, or any challenge phrase, PIN, software or hardware mechanism protecting the Private Key, and no unauthorized person has had or will have access to such materials or information; (vi) Subscriber will use the Certificate exclusively for authorized and lawful purposes consistent with this Agreement; (vii) Subscriber will use the Certificate as an end user and not as a Certification Authority to issue Certificates, certification revocation lists or otherwise; (viii) each Digital Signature created using the Private Key is the Subscriber's Digital Signature and the Certificate has been accepted and is operational (not expired or revoked) at the time the Digital Signature is created; and (ix) Subscriber manifests assent to this Agreement as a condition of obtaining a Certificate.

### 11. Disclaimers of Warranties and Limitations of Liability.

#### 11.1. Warranty Disclaimers.

For the purposes of this Section 11.1, references to "you"/"your" shall include Subscriber, Subscriber's network administrator(s) or any designated member of Subscriber's organization, as applicable. YOU AGREE THAT YOUR USE OF TRUSTCOR CA'S SERVICE(S) IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL CERTIFICATES AND ANY RELATED SERVICES AND SOFTWARE, INCLUDING

YOUR ACCOUNT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRUSTCOR CA DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT. TRUSTCOR CA DOES NOT WARRANT THAT ANY SERVICE OR PRODUCT WILL MEET ANY EXPECTATIONS, BE UNINTERRUPTED OR THAT ACCESS TO CERTIFICATES WILL BE TIMELY OR ERROR-FREE. NOR DOES TRUSTCOR CA MAKE ANY REPRESENTATION, WARRANTY, GUARANTEE, TERM OR CONDITION AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH TRUSTCOR CA'S SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF TRUSTCOR CA'S SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN REPRESENTATIONS, WARRANTIES OR GUARANTEES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. TRUSTCOR CA IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY. TRUSTCOR CA DOES NOT GUARANTEE THE AVAILABILITY OF ANY PRODUCTS OR SERVICES AND MAY MODIFY OR DISCONTINUE ANY PRODUCT OR SERVICE OFFERING AT ANY TIME.

#### 11.2. Limitations of Liability.

IN THE EVENT OF ANY CLAIM, ACTION, SUIT, ARBITRATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF; TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, TRUSTCOR CA AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND SHAREHOLDERS WILL NOT BE LIABLE FOR (I) ANY LOSS OF PROFIT, BUSINESS, CONTRACTS, REVENUE OR ANTICIPATED SAVINGS, OR (II) ANY INDIRECT OR CONSEQUENTIAL LOSSES, CLAIMS OR DAMAGES AS A RESULT OF USE OR RELIANCE ON SUCH CERTIFICATE. TRUSTCOR CA'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY SUBSCRIBER AND ANY THIRD PARTY FOR ANY USE OR RELIANCE ON A CERTIFICATE SHALL BE LIMITED, IN THE AGGREGATE, TO THE AMOUNT PAID BY SUBSCRIBER FOR THE CERTIFICATE GIVING RISE TO THE LIABILITY. THE LIABILITY LIMITATIONS PROVIDED IN THIS SECTION 11.2 SHALL BE THE SAME REGARDLESS OF: (I) THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE; (II) WHETHER SUCH LIABILITY ARISES FROM CONTRACT, INDEMNIFICATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE; AND (III) WHETHER TRUSTCOR CA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING THE FOREGOING, LIABILITY OF EITHER PARTY SHALL NOT BE LIMITED UNDER THIS SECTION 11.2 IN CASES OF PERSONAL INJURY OR DEATH ARISING FROM THE NEGLIGENCE OF THAT PARTY OR WITH RESPECT TO ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW (INCLUDING MANDATORY LAWS OF ANY APPLICABLE JURISDICTION). TO THE EXTENT SUCH JURISDICTIONS DO NOT ALLOW CERTAIN LIABILITY LIMITATIONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## 12. Indemnification.

#### 12.1. Indemnity.

SUBSCRIBER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TRUSTCOR CA, ITS PARTNERS, ALL RAS OPERATING UNDER TRUSTCOR CA AND ANY RESELLERS, AND ALL RESPECTIVE DIRECTORS, SHAREHOLDERS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS AGAINST ANY AND ALL LIABILITIES, THIRD PARTY CLAIMS, PROCEEDINGS, JUDGMENTS, DAMAGES, LOSSES, EXPENSES, AND COSTS (INCLUDING REASONABLE ATTORNEY'S FEES) THAT, DIRECTLY OR INDIRECTLY, ARISE FROM (I) THIS AGREEMENT OR THE BREACH OF SUBSCRIBER'S WARRANTIES, REPRESENTATIONS AND OBLIGATIONS UNDER THIS SUBSCRIBER AGREEMENT; (II) ANY FALSEHOODS OR MISREPRESENTATIONS OF FACT MADE BY SUBSCRIBER ON THE CERTIFICATE APPLICATION; (III) ANY INFRINGEMENT OF AN INTELLECTUAL PROPERTY RIGHT OF ANY PERSON OR ENTITY IN INFORMATION OR CONTENT PROVIDED BY SUBSCRIBER; (IV) FAILURE TO DISCLOSE A MATERIAL FACT ON THE CERTIFICATE APPLICATION IF THE MISREPRESENTATION OR OMISSION WAS MADE NEGLIGENTLY OR WITH INTENT TO DECEIVE ANY PARTY; (V) COMPROMISE, UNAUTHORIZED USE, OR MISUSE OF THE CERTIFICATE OR PRIVATE KEY

ARISING FROM SUBSCRIBER'S NEGLIGENCE OR INTENTIONAL ACT UNDER THE TERMS OF THIS AGREEMENT.

#### 12.2. Indemnity Obligations.

AN ENTITY SEEKING INDEMNIFICATION UNDER THIS AGREEMENT ("INDEMNIFIED PARTY") MUST NOTIFY SUBSCRIBER PROMPTLY OF ANY EVENT REQUIRING INDEMNIFICATION. HOWEVER, AN INDEMNIFIED PARTY'S FAILURE TO NOTIFY WILL NOT RELIEVE SUBSCRIBER FROM ITS INDEMNIFICATION OBLIGATIONS. SUBSCRIBER MAY ASSUME THE DEFENSE OF ANY ACTION, SUIT OR PROCEEDING REQUIRING INDEMNIFICATION UNLESS ASSUMING THE DEFENSE WOULD RESULT IN POTENTIAL CONFLICTING INTERESTS AS DETERMINED BY THE INDEMNIFIED PARTY IN GOOD FAITH. AN INDEMNIFIED PARTY MAY, AT SUBSCRIBER'S EXPENSE, DEFEND ITSELF UNTIL SUBSCRIBER'S COUNSEL HAS INITIATED A DEFENSE OF THE INDEMNIFIED PARTY. EVEN AFTER SUBSCRIBER ASSUMES THE DEFENSE, THE INDEMNIFIED PARTY MAY PARTICIPATE IN ANY PROCEEDING USING COUNSEL OF ITS OWN CHOICE AND AT ITS OWN EXPENSE. SUBSCRIBER MAY NOT SETTLE ANY PROCEEDING RELATED TO THIS AGREEMENT UNLESS THE SETTLEMENT ALSO INCLUDES AN UNCONDITIONAL RELEASE OF LIABILITY FOR ALL INDEMNIFIED PARTIES. SUBSCRIBER'S INDEMNIFICATION OBLIGATIONS ARE NOT TRUSTCOR CA'S SOLE REMEDY FOR SUBSCRIBER'S BREACH AND ARE IN ADDITION TO ANY OTHER REMEDIES TRUSTCOR CA MAY HAVE AGAINST SUBSCRIBER UNDER THIS AGREEMENT. SUBSCRIBER'S INDEMNIFICATION OBLIGATION'S WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

### 13. **Miscellaneous.**

#### 13.1. Relationship.

A party under this agreement shall be that of an independent contractor. Neither TrustCor CA nor Subscriber are agents or employees of each other. Nothing contained in this Agreement shall be considered as creating a partnership, joint venture or agency relationship between the parties or, except as otherwise expressly provided in this Agreement, as granting either party the authority to bind or obligate the other or to make any statements, representations, warranties or commitments on behalf of the other party. Neither party has the power to bind or obligate the other. Each party is responsible for its own employees and its own costs, expenses and obligations.

#### 13.2. Force Majeure.

With the exclusion of payment and indemnity obligations hereunder, neither TrustCor CA nor any independent third-party RA operating under TrustCor CA, nor any Resellers, subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing shall be deemed in default hereunder or liable for any losses, costs, expenses, liabilities, damages, claims or settlement amounts arising out of or related to interruptions in performance or from failure to perform an obligation under the TrustCor CA CPS, this Subscriber Agreement or any Relying Party Agreement, where such interruption or failure is due to any causes beyond its reasonable control, where such causes include acts of God, war, terrorism, armed conflict, riots and insurrections, accidents, fire, strikes and other labor difficulties, embargoes, judicial action, failure or default of any superior CA, lack of or inability to obtain export permits or approvals, necessary labor, materials, energy, utilities, components or machinery, acts of civil or military authorities.

#### 13.3. Entire Agreement.

This Agreement, along with all documents referred to herein constitutes the entire understanding and agreement between the parties, superseding all other prior agreements that might exist with respect to the subject matter. All TrustCor CA products and services are provided only upon the terms and conditions of this Agreement, and this Agreement prevails over any conflicting, additional, or different terms and conditions proposed by Subscriber. Section headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning this Agreement.

#### 13.4. Amendment.

TrustCor CA may amend this Subscriber Agreement, the Certificate Practice Statement ("CPS"), the Relying Party Agreement, the Privacy Policy, the Certificate Terms of Use, its website, and any other documents listed in its Repository at any time by posting either the amendment or the amended document in the Repository. Subscriber shall periodically review the Repository to be aware of any



changes. Subscriber may terminate this Agreement within 30 days of such amendment if Subscriber does not agree to the amendment, by providing written notice. Subscriber's continued use of the Services after an amendment is posted constitutes Subscriber's acceptance of the amendment.

#### 13.5. Waiver.

A party's failure to enforce or delay in enforcing a provision of this Agreement does not waive the party's right to enforce the same provision later or the party's right to enforce any other provision of this Agreement (except where a waiver is granted of explicit written permission by TrustCor CA).

#### 13.6. Assignment.

Subscriber may not assign any of its rights or obligations granted under this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without the prior written consent of TrustCor CA. Any transfer without consent is void. Such consent shall not be unreasonably withheld or delayed. TrustCor CA may assign its rights and obligations without Subscriber's consent.

#### 13.7. Severability.

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the provision affected will be construed so as to be enforceable to the maximum extent permissible by law; and the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not, in any way, be affected or impaired thereby.

#### 13.8. Governing Law.

The substantive laws of Panama govern the interpretation, construction and enforcement of this Agreement and all matters related to it, including tort claims, without regards to any conflict-of-law provisions. Subscriber, and all related parties, hereby agree to the exclusive jurisdiction of the courts of the Republic of Panama.

#### 13.9. Notices and Communications.

TrustCor CA will send all notices by email via the email address of Subscriber's administrator (and/or other alternative email address associated with Subscriber's account if provided), or by postal mail. All such notices are effective when sent. It is Subscriber's responsibility to keep its email address current. Subscriber will be deemed to have received any email sent to the email address then associated with Subscriber's Account when TrustCor CA sends the email, regardless of whether Subscriber receives the email. Subscriber will make all notices, demands or requests to TrustCor CA with respect to this Agreement in writing to the "Contact" address listed on the website from which you purchased your Certificate, with a copy to: Legal Department, TrustCor CA, 371 Front Street West #227, Toronto, ON M5V 3S8, Canada.

#### 13.10. Rights of Third Parties.

Except as stated in the Certificate Terms of Use, nothing in this Agreement is intended or shall be construed to give any entity or third party legal or equitable rights, remedies, or claims under or in respect of this Agreement.

TrustCor CA SSL Certificate Subscriber Agreement Version 1.3.4 - Updated on May 3, 2019

This document is subject to the use of TrustCor CA as an accredited certification authority and may not be altered, invalidated or amended by any side agreements.