IMPORTANT: READ CAREFULLY

THIS QUOVADIS CODE-SIGNING

the signed code's functions or features), and to use the Code-Signing Certificate solely in compliance with all applicable law, solely for authorized purposes, and solely in accordance with the Subscriber Agreement;

(f) The Subscriber will promptly cease using a Code-Signing Certificate and its associated Private Key and promptly request that QuoVadis revoke the Code-Signing Certificate, in the event that: (a) any information in the Code-Signing 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 Code-Signing Certificate; and

(g) The Subscriber will promptly cease all use of the Private Key corresponding to the Public Key listed in a Code-Signing Certificate.

(h) As a best practice Subscribers should timestamp the digital signature after signing their code. QuoVadis operates an RFC3161 Time Stamp Authority (TSA). For further details please contact info@quovadisglobal.com.

The Subscriber shall indemnify and hold harmless QuoVadis from any and all damages and losses arising out of: (i) use of a QuoVadis Code-Signing Certificate in a manner not authorized by QuoVadis; (ii) tampering with a QuoVadis Code-Signing Certificate; or (iii) any misrepresentations made during the use of a QuoVadis Code-Signing 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 Code-Signing 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 Code-Signing 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

THE SUBSCRIBER'S USE OF A QUOVADIS CODE-SIGNING 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**: The Subject named in the Code-Signing Certificate, Microsoft and all other application s oftware 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 law 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.