

QUOVADIS CERTIFICATE HOLDER AGREEMENT

IMPORTANT: READ CAREFULLY

THIS QUVADIS CERTIFICATE HOLDER AGREEMENT ("AGREEMENT") IS ENTERED INTO BETWEEN:

- THE CERTIFICATE HOLDER ("YOU" OR "THE CERTIFICATE HOLDER"), THE INDIVIDUAL OR LEGAL ENTITY;
 - IDENTIFIED IN THE SUBJECT NAME FIELDS OF AN END USER CERTIFICATE; OR
 - RESPONSIBLE FOR THE REQUEST, INSTALLATION AND MAINTENANCE OF THE SYHENAT

QuoVadis Certificate; or (iii) any misrepresentations made during the use of a QuoVadis Certificate. In addition, the Certificate Holder 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 Certificate relating to: (i) the Certificate Holder's breach of its obligations under this Agreement or the CP/CPS; (ii) the Certificate Holder's failure to protect its Private Key; or (iii) claims (including without limitation infringement claims) pertaining to content or other information or data supplied by the Certificate Holder.

6. REVOCATION

Certificates issued by QuoVadis will be revoked on the occurrence of any of the following events:

- a) The Certificate Holder or Certificate Owner requests revocation of its Certificate;
- b) The Certificate Holder indicates that the original Certificate Request was not authorised and does not retroactively grant authorisation;
- c) QuoVadis obtains reasonable evidence that the Certificate Holder'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 Certificate Holder violates any of its material obligations under the Certificate Holder Agreement or CP/CPS;
- e) The Certificate Holder 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 that is harmful, malicious, hostile or downloaded onto a user's system without their consent;
- g) QuoVadis receives notice or otherwise become aware that use of a fully qualified domain name or IP address in the Certificate is no longer permitted (e.g., a court or arbitrator has revoked a Certificate Holder's right to use the domain name or other information listed in the Certificate, a relevant licensing or services agreement between the domain name registrant and the Certificate Holder has terminated, or the domain name registrant has failed to renew the domain name);
- h) QuoVadis receives notice or otherwise becomes aware of a material change in the information contained in the Certificate or if QuoVadis determines that any of the information appearing in the Certificate is not accurate;
- 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) QuoVadis' right to issue Certificates by law, regulation, or policy expires or is revoked or terminated;
- k) QuoVadis' Private Key for that Certificate has been compromised;
- l) The technical format of the Certificate presents an unacceptable risk to Application Software Vendors or third parties (e.g., CA/Browser Forum or industry standards require the deprecation of a cryptographic/signature algorithm);
- m) Such additional revocation events as QuoVadis publishes in its CP/CPS or deems appropriate based on the circumstances of the event; or
- n) QuoVadis receives notice or otherwise becomes aware that a Certificate Holder 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.

7. 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 CERTIFICATE OR ANY RELATED SERVICES PROVIDED BY QUOVADIS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. 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 EXCEED~~ US\$250,000.

IN NO EVENT WILL QUOVADIS BE LIABLE TO THE CERTIFICATE HOLDER OR ANY ~~PARTY~~ RELYING UPON OR OTHERWISE MAKING USE OF A QUOVADIS CERTIFICATE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF QUOVA