

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 SYSTEMS ON WHICH A QUVADIS TLS/SSL CERTIFICATE IS INSTALLED;
- THE ORGANISATION WITH WHICH QUVADIS HAS CONTRACTED REQUESTING THE ISSUANCE OF A CERTIFICATE; AND
- THE QUVADIS ENTITY LISTED IN THE CONTRACT FOR CERTIFICATES AND THE QUVADIS ENTITY LISTED IN THE ISSUER FIELD OF THE RELEVANT QUVADIS CA CERTIFICATES

ALL CERTIFICATE HOLDERS 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 AUTHORISED TO BE THE CERTIFICATE HOLDER OF A QUVADIS CERTIFICATE AND YOU MUST TERMINATE YOUR APPLICATION OR REQUEST REVOCATION OF SUCH CERTIFICATE. THIS AGREEMENT INCORPORATES BY REFERENCE ANY CERTIFICATE POLICIES CONTAINED IN THE QUVADIS CERTIFICATE AND CONDITIONS OF THE APPLICABLE ROOT CERTIFICATE POLICY/CERTIFICATION PRACTICE STATEMENT ("CP/CPS") LOCATED AT <https://www.quovadisglobal.com/repository>.

THE USE OF A DIGITAL CERTIFICATE SIGNIFIES ACCEPTANCE OF THAT DIGITAL CERTIFICATE. BY ACCEPTING A CERTIFICATE, THE CERTIFICATE HOLDER ACKNOWLEDGES THAT THEY AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS CERTIFICATE HOLDER AGREEMENT AND THE CP/CPS. CAPITALIZED TERMS NOT DEFINED IN THIS AGREEMENT HAVE THE MEANING SPECIFIED IN THE CP/CPS.

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

1. ISSUANCE; FEES:

Upon the Certificate Holder's submission of a completed ALIMITATIONS

The Certificate Holder shall use the QuoVadis Certificate in accordance with the terms and conditions of the CP/CPS.

3. LEGAL RELATIONSHIP:

Where the Certificate Holder has a direct contractual relationship with a QuoVadis Group company, which is different from the organization named in the relevant QuoVadis Issuing CA Certificate, this Certificate Holder has legal rights and obligations to both the QuoVadis contracting company and the organization in the relevant QuoVadis Issuing CA Certificate. Information provided as part of the certificate generation process,

4. ROLE AND OBLIGATIONS OF QUOVADIS:

QuoVadis shall act as the Certification Authority for the QuoVadis 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 Certificate. QuoVadis represents and warrants that it has followed the requirements of the CP/CPS in issuing the Certificate and in verifying the accuracy of the information contained in the Certificate. Additional warranties, identified in the CP/CPS, apply to QuoVadis EV TLS/SSL Certificates.

In the case of Qualified certificates, where QuoVadis manages the keys on behalf of the Certificate Holder, QuoVadis shall require:

- where the policy requires the use of a Qualified Signature Creation Device (QSCD) then the signatures are only created by the QSCD;
- in the case of natural persons, the Certificate Holders' private key is maintained and used under their sole control and used only for electronic signatures; and
- in the case of legal persons, the private key is maintained and used under their control and used only for electronic seals.

5. ROLE AND OBLIGATIONS OF THE CERTIFICATE HOLDER:

Before accepting and using a QuoVadis Certificate, the Certificate Holder must: (i) where applicable, generate its own Key Pair; (ii) read the "[QuoVadis Privacy Notice Highlights – Certificates and Signing](https://www.quovadisglobal.com/Privacy/Certificate_privacy_highlights.aspx)" ("Privacy Notice") located at https://www.quovadisglobal.com/Privacy/Certificate_privacy_highlights.aspx (iii) submit an Application; and (iv) accept and agree to the terms of this Agreement. The Certificate Holder is solely responsible for the generation of the Key Pair to which the QuoVadis Certificate relates and for the security protection of the Private Key underlying the QuoVadis Certificate.

The Certificate Holder represents and warrants, so long as the Certificate is valid, that:

- a) The Certificate Holder has provided/will provide accurate and complete information, both in the Certificate Request and as otherwise requested by QuoVadis. The Certificate Holder consents to QuoVadis retaining such registration information in accordance with the QuoVadis data retention policy. The Certificate Holder agrees that for the purposes of identification they may supply a copy of their identification document and/or identifying personal details;
- b) The Certificate Holder 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 Certificate(s) (and any associated access information or device – e.g., password or token) . In the case of legal persons, the private key must be maintained and used under the control of the Certificate Holder and is recommended to be used only for electronic seals;
- c) The Certificate Holder will not install and use the Certificate(s) until it has reviewed and verified the accuracy of the data in each Certificate;
- d) The Certificate Holder will install the Certificate only on the server accessible at the domain name listed on the Certificate, and/or to use the Certificate solely in compliance with all applicable laws, and solely in accordance with this Certificate Holder Agreement and the CP/CPS;
- e) If the policy requires the use of a Qualified Electronic Signature Creation Device (QSCD) digital signatures must only be created by a QSCD;
- f) If the Certificate Holder generates their keys, then they will generate them in a secure manner in accordance with industry leading practices;
- g) For Qualified certificates issued to natural persons, it is recommended that the Certificate Holder's key pair is only used for electronic signatures;
- h) The Certificate Holder will promptly cease using a Certificate and its associated Private Key, and promptly request that QuoVadis revoke the Certificate, in the event that: (a) any information in the Certificate is or becomes incorrect or inaccurate, or (b) there is any actual or suspected misuse or compromise of the Certificate Holder's Private Key associated with the Public Key listed in the Certificate;

- i) The Certificate Holder will promptly cease all use of the Private Key corresponding to the Public Key listed in a Certificate upon expiration or revocation of that Certificate.
- j) If the Certificate is to be used for a high traffic FQDN the Certificate Holder must use their best commercial efforts to deploy OCSP stapling in accordance with RFC 4366, to distribute OCSP responses.
- k) The Certificate Holder warrants that they have seen and read the [Privacy Notice](https://www.quovadisglobal.com/Privacy/Certificate_privacy_highlights.aspx) available at https://www.quovadisglobal.com/Privacy/Certificate_privacy_highlights.aspx and hereby agrees that any data subject in relation to whom you have transferred or will transfer personal data to QuoVadis under this contract has/have also seen and read the [Privacy Notice](#).

The Certificate Holder shall indemnify and hold harmless QuoVadis from any and all damages and losses arising out of: (i) use of a QuoVadis Certificate in a manner not authorised by QuoVadis; (ii) tampering with a 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

- 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

12. NOTICES:

All notices provided by the Certificate Holder 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: <https://www.quovadisglobal.com>; Electronic Mail: compliance@quovadisglobal.com

YOU REPRESENT AND WARRANT THAT: (A.7 (T)Q (A)0.5 S.2 (w)8.om