IMPORTANT: READ CAREFULLY

THIS QUOVADIS 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 MANTENANCE OF THE SYSTEMS ON WHICH A QUOVADIS TLS/SSL CERTIFICATE IS INSTALLED;
- THE ORGANISATION WITH WHICH QUOVADIS HAS CONTRACTED REQUESTING THE ISSUANCE OF A CERTIFICATE; AND
- THE QUOVADIS ENTITY LISTED IN THE CONTRACT FOR CERTIFICATES AND THE QUOVADIS ENTITY LISTED IN THE ISSUER FIELD OF THE RELEVANT QUOVADIS 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 QUOVADIS CERTIFICATE AND YOU MUST TERMINATE YOUR APPLICATION OR REQUEST REVOCATION OF SUCH CERTIFICATE. THIS AGREEMENT INCORPORATES BY REFERENCE ANY CERTIFICATE POLICIES CONTAINED IN THE QUOVADIS 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 Application and QuoVadis' acceptance of that Application, QuoVadis shall issue the number of Certificates applied for by the Certificate Holder. The Certificate Holder shall pay the then-current published or contractually agreed upon price for such Certificate(s).

2. **Use, Purpose and Limitations**: 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, including but not limited to the certificate content and in some cases registration data may be shared within the QuoVadis Group in order to process the certificate.

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.

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) submit an Application; and (iii) 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;
   (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);
   (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 Certificate requires the use of a Qualified Electronic Signature Creation Device (QSCD) or Cryptographic Module , for example for the creation of digital signatures, the Certificate Holder must use the Certificate with such a device that either been supplied by or approved by QuoVadis;

(f) If the Certificate Holder generates their keys, then they will generate them in a secure manner in accordance with industry leading practices;

(g) 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;

(h) 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.

(i) 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.

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 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 NONINFRINGEMENT, 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 NOT EXCEED US$250,000.

IN NO EVENT WILL QUOVADIS BE LIABLE TO THE CERTIFICATE HOLDER OR ANY THIRD-PARTY RELYING UPON OR OTHERWISE MAKING USE OF A QUOVADIS CERTIFICATE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF QUOVADIS HAS BEEN ADVISED OF THE LIKELIHOOD OF THOSE DAMAGES IN ADVANCE.

THE CERTIFICATE HOLDER'S USE OF A QUOVADIS CERTIFICATE IN A TRANSACTION WHERE THE POTENTIAL LIABILITY EXPOSURE IS GREATER THAN THAT CERTIFICATE'S MAXIMUM LIABILITY LIMIT AS SPECIFIED IN THIS CLAUSE 7 IS AT THE CERTIFICATE HOLDER'S OWN RISK.

9. **Third-Party Beneficiaries**: All 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 Certificate during the period when the Certificate is valid are intended third party beneficiaries of this Agreement.

10. **Term & Termination**: This Agreement is effective upon QuoVadis' acceptance of the Certificate Holder'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 Certificates issued to You under this Agreement; (ii) a breach of the Certificate Holder's obligations under this Agreement; (iii) the Certificate Holder's written request; or (iv) revocation of all QuoVadis Certificates issued to You under this Agreement.

11. **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 and an Authorised Relying Party is dealt with under the applicable law of the Issuing CA.

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) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORISED TO ACCEPT THIS AGREEMENT ON THE CERTIFICATE HOLDER'S BEHALF AND TO BIND THE CERTIFICATE HOLDER TO THE TERMS OF THIS AGREEMENT; (B) CERTIFICATE HOLDER IS THE ENTITY, LEGAL OR NATURAL PERSON THAT IT CLAIMS TO BE IN THE QUOVADIS CERTIFICATE APPLICATION; (C) THE CERTIFICATE HOLDER HAS THE FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT; AND (D) THIS AGREEMENT AND THE PERFORMANCE OF THE CERTIFICATE HOLDER'S OBLIGATIONS UNDER THIS AGREEMENT DO NOT VIOLATE ANY THIRD-PARTY AGREEMENT TO WHICH THE CERTIFICATE HOLDER IS A PARTY.