

QUOVADIS RELYING PARTY AGREEMENT

IMPORTANT: READ CAREFULLY

QUOVADIS IS WILLING TO PROVIDE THE SERVICES TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE RELYING ON A QUOVADIS DIGITAL CERTIFICATE, SITE SEAL OR OTHER AUTHENTICATION PRODUCT OR SERVICE (“RELYING PARTY,” “YOU” OR “YOUR”) ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS RELYING PARTY AGREEMENT. YOU ARE REQUIRED TO READ THIS AGREEMENT CAREFULLY BEFORE USING, VALIDATING OR OTHERWISE RELYING ON A QUOVADIS CERTIFICATE, SITE SEAL OR OTHER AUTHENTICATION PRODUCT OR SERVICE. IF YOU DO NOT AGREE TO THE TERMS HEREIN, YOU MAY NOT RELY ON OR USE A QUOVADIS AUTHENTICATION PRODUCT OR SERVICE. FOR PURPOSES OF THIS RELYING PARTY AGREEMENT (THE “AGREEMENT”), “QUOVADIS” MEANS THE APPLICABLE AFFILIATE OF DIGICERT, INC. AUTHORIZED TO SELL QUOVADIS-BRANDED PRODUCTS AND SERVICES AND ISSUE THE QUOVADIS CERTIFICATES OR SITE SEALS, INCLUDING THE ENTITIES CURRENTLY NAMED QUOVADIS TRUSTLINK SCHWEIZ AG, AN ENTITY INCORPORATED IN SWITZERLAND (“QV CH”), QUOVADIS TRUSTLINK, B.V., AN ENTITY INCORPORATED IN THE NETHERLANDS (“QV NL”), QUOVADIS TRUSTLINK DEUTSCHLAND GMBH, AN ENTITY INCORPORATED IN GERMANY (“QV DE”), DIGICERT EUROPE BELGIUM B.V., AN ENTITY INCORPORATED IN BELGIUM (“DG BE”), QUOVADIS ONLINE LIMITED, AN ENTITY INCORPORATED IN THE UNITED KINGDOM (“QV UK”), OR OTHER AFFILIATE (“QVA”). THIS AGREEMENT INCORPORATES BY REFERENCE ANY CERTIFICATE POLICIES AND/OR CERTIFICATION PRACTICE STATEMENTS (“CP/CPS”) REFERENCED IN THE CERTIFICATE AND THE CONDITIONS OF THE APPLICABLE ROOT CP/CPS LOCATED AT <https://www.quovadisglobal.com/repository>.

CAPITALIZED TERMS NOT DEFINED IN THIS AGREEMENT HAVE THE MEANING SPECIFIED IN THE CP/CPS. Any party receiving a signed electronic document may rely on that Digital Signature to the extent that they are authorised by contract with the Subscriber or Subject, or by legislation pursuant to which that Certificate has been issued, or by commercial law in the jurisdiction in which that Certificate was issued.

1. DEFINITIONS

“Certificate” means a digital certificate signed by QuoVadis

“Certificate Chain” means an ordered list of Certificates.

“DV” means Domain Validated Certificates, which offer a basic level of assurance and should not be used for authentication purposes or to support non-repudiation. DV Certificates can be used for digital signatures, encryption, and access control for non-commercial or low-value transactions where proof of identity is not necessary. DV Certificates are issued based on procedures that assure that the Subject’s domain name is associated with a public key. These Certificates do not verify the owner of the Subject.

“EV” means Extended Validation (“EV”) Certificates, which provide the highest level of assurance. EV Certificates are issued to individuals and organizations for digital signatures, encryption, and access control, including proof of identity in high-value transactions. EV Certificates may be issued to devices to provide authentication; message and content integrity; and confidentiality through encryption. EV Certificates provide assurance of the identity of the Subject based on a confirmation that the Subject individual or organization does in fact exist, that the individual or organization has requested the Certificate, and that the person submitting the Certificate application on behalf of the Subject was authorized to do so. EV Certificates also provide assurance that the Subject is entitled to use the domain listed in the Certificate.

“Non-verified Subject Information” means information submitted by a Subject and included within a Certificate, that has not been confirmed by QuoVadis and for which QuoVadis provides no assurances other than the information was submitted by the Subject.

“OV” means Organization Validated (“OV”) Certificates, which offer a higher level of assurance in comparison with DV Certificates. OV Certificates are issued to individuals and organizations for digital signatures,

encryption, and access control, including proof of identity in medium value transactions. Such Certificates may be used for organization authentication under the terms of the CP/CPS. OV Certificate authentication includes verification of information submitted by the Certificate applicant against identity proofing sources.

“Site Seal” means a hyperlinked graphic provided by QuoVadis to a Verified Identity for display on the Subject’s website.

“Subject” means the entity that is listed in a QuoVadis product or service as the authorized user of the product or service.

“Verified Identity” means the identity of the Subject as displayed by or listed in a QuoVadis authentication product or service.

2. APPLICABILITY, RELIANCE, LIMITATIONS ON USE

- a) **Applicability.** This Agreement is effective immediately upon your use of or reliance on a QuoVadis authentication product or service, such as when your TLS/SSL-enabled device is presented with a Certificate or when you access a website displaying an authentic QuoVadis Site Seal. The Agreement lasts for as long as you assert that you have reasonably relied on a QuoVadis authentication product or service.
- b) **Reliance.**
 - i) A Relying Party shall not place reliance on a Certificate, Site Seal or other authentication product or service unless the Relying Party satisfies the qualifications set forth in this Agreement, including Section 4 of this Agreement, and the actions of that Relying Party are otherwise in compliance with the terms and conditions of this Agreement.
 - ii) You agree that for an EU Qualified Certificate to be relied upon, the CA/trust anchor for the validation of the Certificate shall be as identified in a service digital identifier of an EU Trusted List entry with service type identifier <http://uri.etsi.org/TrstSvc/Svctype/CA/QC> for a QTSP.
 - iii) You acknowledge and agree, to the extent permitted by applicable law, that where a transaction is required to be in writing, a message or other record bearing a Digital Signature verifiable with reference to a Certificate is valid, effective, and enforceable to an extent no less than had the same message or record been written and signed on paper. Subject to applicable law, a Digital Signature or transaction entered into with reference to a Certificate shall be effective regardless of the geographic location where the Certificate is issued or the Digital Signature created or used, and regardless of the geographic location of the place of business of the Issuing Certificate Authority or Subscriber.
- c) **Limitations on Use.** A Relying Party may utilise Certificates and their corresponding public keys only for authorised and legal purposes and only in support of transactions or communications supported by the QuoVadis Public Key Infrastructure (PKI). Certificates issued under the QuoVadis PKI are not designed, intended, or authorized for use or resale 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. QuoVadis and its Certificate Authorities and Registration Authorities are not responsible for assessing the appropriateness of the use of a Certificate. You agree as an Relying Party that Certificates will not be used or relied upon by you beyond the limitations set forth in this Agreement.

3. QUOVADIS LIMITED WARRANTY

The Subscriber shall use the QuoVadis Certificate in accordance with the terms and conditions of the CP/CPS. QuoVadis warrants to Relying Parties that: (a) all information in the Certificate, except for Non-verified Subject Information, is accurate as of the date the validation process was complete; (b) the Certificate has been issued to the individual, organization, or device named in the Certificate as the Subject; and (c) QuoVadis exercised reasonable care to perform the validation process set forth in the CPS for the Certificate. This warranty is void if you breach the terms of this Agreement.

4. QUALIFICATIONS TO LIMITED WARRANTY

The warranty provided herein only applies if all of the following are true:

- a) Prior to relying on the Certificate or other authentication product or service, you checked all status information provided by QuoVadis related to the Certificate or other authentication product or service to confirm that the information was still valid and that the product or service had not expired or been revoked. For Certificates, this includes checking to ensure that each Certificate in the Certificate Chain is valid, unexpired, and non-revoked (by using any CRL or OCSP information available). For Site Seals, this includes verifying the Site Seal's authenticity and validity directly with QuoVadis and receiving a clear confirmation that the Subject was and remains authorized to display or use the Site Seal.
- b) Prior to relying on an authentication product or service, you gathered sufficient information to make an informed decision about the proper use of the authentication product or service and whether your intended reliance on the authentication product or service was reasonable in light of the circumstances. This includes evaluating the risks associated with your intended use and the limitations associated with the authentication product or service provided by QuoVadis.
- c) Your reliance on the authentication product or service is reasonable based on the circumstances. Your reliance will be deemed reasonable if:
 - i) the attributes of the Certificate relied upon and the level of assurance in the Identification and Authentication provided by the Certificate are appropriate in all respects to the level of risk and the reliance placed upon that Certificate by the Relying Party;
 - ii) the Relying Party has, at the time of that reliance, used the Certificate for purposes appropriate and permitted by the CP/CPS and under the laws and regulations of the jurisdiction in which the Relying Party is located;
 - iii) the Relying Party has, at the time of that reliance, acted in good faith and in a manner appropriate to all the circumstances known, or circumstances that ought reasonably to have been known, to the Relying Party;
 - iv) the Relying Party has, at the time of that reliance, verified the Digital Signature, if any;
 - v) the Relying Party has, at the time of that reliance, verified that the Digital Signature, if any, was created during the Operational Term of the Certificate being relied upon;
 - vi) the Relying Party ensures that the data signed has not been altered following signature by utilising trusted application software,
 - vii) the signature is trusted and the results of the signature are displayed correctly by utilising trusted application software;
 - viii) the identity of the Subscriber is displayed correctly by utilising trusted application software; and
 - ix) any alterations arising from security changes are identified by utilising trusted application software.

Note: If the circumstances indicate a need for additional assurances, it is your responsibility to obtain such assurances.

5. DISCLAIMERS AND LIMITATION OF LIABILITY

- a) **Warranty Disclaimers.** OTHER THAN AS PROVIDED IN SECTION 3, THE CERTIFICATES AND OTHER AUTHENTICATION PRODUCTS AND/OR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, QUOVADIS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. QUOVADIS DOES NOT WARRANT THAT ANY CERTIFICATE OR OTHER PRODUCTS OR SERVICES WILL MEET YOUR EXPECTATIONS OR THAT ACCESS TO THE CERTIFICATES OR OTHER PRODUCTS OR SERVICES WILL BE TIMELY OR ERROR-FREE. QUOVADIS DOES NOT WARRANT ANY THIRD PARTY PRODUCT OR SERVICE, INCLUDING ANY DOCUMENT SIGNED WITH A QUOVADIS CERTIFICATE OR WEBSITE THAT IS SECURED BY A QUOVADIS CERTIFICATE OR DISPLAYING A QUOVADIS SITE SEAL. QuoVadis does not guarantee the accessibility of any products or services and may modify or discontinue offering any products or services at any time.
- b) **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) QUOVADIS AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS,

DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (THE “QUOVADIS ENTITIES”) WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR A QUOVADIS PRODUCT OR SERVICE; AND (B) THE QUOVADIS ENTITIES’ TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO AGREEMENT WILL NOT EXCEED THE ACTUAL DAMAGES ACCORDING SUFFERED BY YOU ACCORDING TO THE CLASS OF CERTIFICATE RELIED UPON AND LIMITED, PER RELYING PARTY AND IN THE AGGREGATE, TO THE AMOUNT SET FORTH IN THE TABLE BELOW, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, INDEMNIFICATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER QUOVADIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NO CLAIM, REGARDLESS OF FORM, WHICH IN ANY WAY ARISES OUT OF THIS AGREEMENT, MAY BE MADE OR BROUGHT BY YOU OR YOUR REPRESENTATIVES MORE THAN ONE (1) YEAR AFTER THE BASIS FOR THE CLAIM BECOMES KNOWN TO YOU.

Class	Liability Cap
DV, QV Standard, QV Closed Community	\$100 USD (or the local currency equivalent thereof) per Relying Party per Certificate. \$1,000 USD (or the local currency equivalent thereof) aggregate per Certificate.
OV, QV Advanced	\$5,000 USD (or the local currency equivalent thereof) per Relying Party per Certificate. \$50,000 USD (or the local currency equivalent thereof) aggregate per Certificate.
EV, QV Advanced+	\$10,000 USD (or the local currency equivalent thereof) per Relying Party per Certificate. \$100,000 USD (or the local currency equivalent thereof) aggregate per Certificate.
QV Device, Other	\$10 USD (or the local currency equivalent thereof) aggregate per Certificate.



For **Swiss Qualified Certificates**, QuoVadis liability is in accordance with Articles 17, 18, 19 of ZertES.



For **EU Qualified Certificates**, QuoVadis liability is in accordance with Extract 37 and Article 13 of the eIDAS Regulation.

The QuoVadis Entities’ total liability for all damages sustained by all Relying Parties is \$2,000,000 USD in the aggregate (“Aggregate Limit”). QuoVadis administers all claims on a first-come, first-serve basis. You may only make one warranty claim related to a transaction regardless of whether you relied on multiple products and services on the same website (e.g., you may not make a warranty claim for both a Site Seal and Certificate used on the same site or with the same transaction). Payments made to you or another Relying Party by a QuoVadis Entity will decrease the amount available to all other Relying Parties under the applicable aggregate limit in the table in this Section 5(b) or the Aggregate Limit. If the applicable aggregate limit in the table in this Section 5(b) or the Aggregate Limit is met then you release the QuoVadis Entities of any liability for all remaining damages, regardless of whether any amount was actually paid to you.

- c) **Applicability.** The waivers and limitations in this Section 5 apply only to the maximum extent permitted by law and apply regardless of (i) the reason for or nature of the liability, including tort claims, (ii) the number of any claims, (iii) the extent or nature of the damages, or (iv) whether any other provisions of this Agreement have been breached or proven ineffective. To the extent

jurisdictions do not allow the limitation or exclusion of certain warranties or damages, some of the above exclusions may not apply to you.

6. INDEMNIFICATION

- a) **Indemnification.** You agree to indemnify, defend, and hold harmless QuoVadis and its contractors, agents, employees, officers, directors, shareholders, affiliates, and assigns against all liabilities, claims, damages, costs, and expenses, including reasonable attorney's fees, related to (i) your failure to comply with this Agreement, (ii) your improper use of, or unreasonable reliance on, a QuoVadis product or service, or (iii) your failure to check the status of a Certificate to determine if the Certificate is expired or revoked.
- b) **Indemnification Procedure.** QuoVadis will promptly notify you of any such claim, and you will bear full responsibility for the defence of such claim (including any settlements), provided that (i) you inform and consult with QuoVadis about the progress of any litigation or settlement; (ii) any settlement does not stipulate any liability or wrong-doing by QuoVadis, and (iii) any settlement does not require specific performance by QuoVadis. QuoVadis may elect to participate in the defence of a claim using counsel of its choice at its own expense. The terms of this Section 6 will survive any termination of this Agreement.

7. FORCE MAJEURE

Neither party is liable for any failure or delay in performing its obligations under this Agreement to the extent that the circumstances causing such failure or delay are beyond a party's reasonable control. You acknowledge that QuoVadis' products and services are subject to the operation and telecommunication infrastructures of the Internet and the operation of your Internet connection services, all of which are beyond QuoVadis' control.

8. TERM

This Agreement shall be applicable for as long as you rely on a Certificate, use the QuoVadis OCSP service, access or use the QuoVadis database of CRL information and in any matter of respect concerning the subject matter of this Agreement.

9. MISCELLANEOUS

- a) **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to your reliance on QuoVadis' products and services, superseding all other agreements that may exist. QuoVadis may, without notice, amend this Agreement and the conditions under which you may rely on a QuoVadis Certificate or other authentication product or service. Amendments are effective when posted to QuoVadis' website. You must periodically review the website to be aware of any changes.
- b) **Notices.** All notices, demands or other communications under this Agreement to QuoVadis must be made in writing either by digitally signed e-mail to compliance@quovadisglobal.com or by postal mail that is addressed to or by postal mail that is addressed to DigiCert, Inc., Attn: General Counsel, 2801 North Thanksgiving Way, Suite 500, Lehi, Utah 84043.
- c) **Assignment.** You will not assign any of your rights or obligations under this Agreement without the prior written consent of QuoVadis. Any transfer without consent is void and a material breach of this Agreement. QuoVadis may assign its rights and obligations without your consent.
- d) **Governing Law.** The (i) laws that govern the interpretation, construction, and enforcement of this Agreement and all matters, claims or disputes related to it, including tort claims, and (ii) the courts or arbitration bodies that have exclusive jurisdiction over any of the matters, claims or disputes contemplated in sub-section (i) above, will each depend on where You are domiciled, as set forth in the table below. In instances where the International Chamber of Commerce is designated below as the court or arbitration body with exclusive jurisdiction of such matters, claims or disputes, then the parties hereby agree that (x) all matters, claims or disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("Rules") by one or more arbitrators appointed in accordance with the Rules, (y) judgment on the award rendered by such arbitration may be entered in any court having jurisdiction, and (z) this

arbitration clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Relying Party is Domiciled in:	Governing Law is:	Court or arbitration body with exclusive jurisdiction:
The United States of America, Canada, Mexico, Central America, South America, the Caribbean, or any other country not otherwise included in the rest of the table below	Utah state law and United States federal law	State and Federal courts located in Salt Lake County, Utah
Europe, Switzerland, the United Kingdom, Russia, the Middle East or Africa	England	International Chamber of Commerce, International Court of Arbitration, with seat of arbitration in the below city corresponding to the QuoVadis entity that issued the Certificate or Site Seal. For QV CH: Zurich For QV NL: Amsterdam For QV DE: Munich For DigiCert BE: Brussels For QV UK: London
Japan	Japan	International Chamber of Commerce, International Court of Arbitration, with seat of arbitration in Tokyo
Australia or New Zealand	Australia	International Chamber of Commerce, International Court of Arbitration, with seat of arbitration in Melbourne
A Country in Asia or the Pacific region, other than Japan, Australia or New Zealand	Singapore	International Chamber of Commerce, International Court of Arbitration, with seat of arbitration in Singapore

- e) **Dispute Resolution.** To the extent permitted by law, before a Relying Party files suit or initiates an arbitration claim with respect to a dispute involving any aspect of this Agreement, the Relying Party shall notify QuoVadis, and any other party to the dispute for the purpose of seeking business resolution. Both the Relying Party and QuoVadis shall make good faith efforts to resolve such dispute via business discussions. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed as permitted under applicable law and as specified under this Agreement.
- i) Arbitration. In the event a dispute is allowed or required under this agreement to be resolved through arbitration, the parties will maintain the confidential nature of the existence, content, or results of any arbitration hereunder, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial confirmation or challenge to an arbitration award or its enforcement, or unless otherwise required by law or judicial decision.
 - ii) Class Action and Jury Trial Waiver. THE PARTIES EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR THE PURPOSES OF LITIGATING DISPUTES HEREUNDER. Each party agrees that any dispute must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum in connection with any dispute. If the dispute is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the

arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.



For Swiss Qualified Certificates such arbitration shall, unless agreed otherwise between the parties, take place in Switzerland.



For Qualified Certificates issued in accordance with eIDAS, arbitration for disputes related to financial or commercial matters will be dealt with in the country of the relevant QuoVadis entity named in the contract with the client. Arbitration for Certificate-related disputes will be dealt with in the country named in relevant QuoVadis Issuing CA Certificate.

- f) **Severability.** The invalidity or unenforceability of a provision under this Agreement, as determined by a court or administrative body of competent jurisdiction, does not affect the validity or enforceability of the remainder of this Agreement. The parties will substitute any invalid or unenforceable provision with a valid or enforceable provision that achieves the same economic, legal, and commercial objectives as the invalid or unenforceable provision.
- g) **Rights of Third Parties.** No third party has any rights or remedies under this Agreement.
- h) **Compliance with Law.** Each party will comply with all applicable federal, state, and local laws and regulations in connection with its performance under this Agreement. You hereby acknowledge and agree that the technology you are accessing may be subject to applicable export control, trade sanction, and physical or electronic import laws, regulations, rules and licenses. QuoVadis reserves the right to suspend performance of any of its obligations under this Agreement, without any prior notice being required and without any liability to you, if you fail to comply with this provision.
- i) **Interpretation.** The definitive version of this Agreement is written in English. If this Agreement is translated into another language and there is a conflict between the English version and the translated version, the English language version controls. Section headings are for reference and convenience only and are not part of the interpretation of this Agreement.