

Agreement for Issuance of Qualified Certificate

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE APPROVING YOUR ORDER. BY APPROVING THE ORDER, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO CONTINUE AND WILL NOT BE ABLE TO APPROVE YOUR ORDER. IF YOU HAVE PROBLEMS UNDERSTANDING THIS AGREEMENT, E-MAIL US AT legal@globalsign.com

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS BY CLICKING "I APPROVE" (THE "EFFECTIVE DATE").

SHOULD CERTIFICATE INCLUDE COMPANY DETAILS, YOU REPRESENT AND WARRANT THAT YOU, AS THE INDIVIDUAL ACCEPTING THIS AGREEMENT, ARE DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON BEHALF OF THE ORGANIZATION PLACING THE ORDER (THE "COMPANY") AND TO BIND THE COMPANY TO THE TERMS OF THIS AGREEMENT.

IF YOU ARE NOT AUTHORIZED TO ACCEPT THIS AGREEMENT ON BEHALF OF THE COMPANY, DO NOT CONTINUE. IF YOU ARE NOT AUTHORIZED, YOU MUST DOWNLOAD A COPY OF THIS AGREEMENT AVAILABLE AT <https://www.globalsign.com/en/repository/>, HAVE IT SIGNED BY AN AUTHORIZED INDIVIDUAL AND SEND TO THE VETTING EMAIL ADDRESS FOR YOUR REGION: VETTING-APAC@GLOBSIGN.COM, VETTING-EMEA@GLOBSIGN.COM, VETTING-JP@GLOBSIGN.COM, OR VETTING-US@GLOBSIGN.COM.

1. Definitions

Applicant: The private organization, business entity, government entity, international body or individual that applies for (or seeks renewal of) a Certificate naming it as the "Subject".

Certificate: An electronic document that uses a Digital Signature to bind a Public Key and an identity.

Certification Authority (CA): An organization that is responsible for the creation, issuance, revocation, and management of Certificates.

CPS: GlobalSign's Certification Practice Statement available at <http://www.globalsign.com/repository/>.

Digital Signature: To encode a message by using an asymmetric cryptosystem and a hash function such that a person having the initial message and the signer's Public Key can accurately determine whether the transformation was created using the Private Key that corresponds to the signer's Public Key and whether the initial message has been altered since the transformation was made.

eIDAS Regulation: Electronic Identification and Trust Services Regulation 910/2014 on electronic identification and trust services for electronic transactions in the internal market.

GlobalSign: The GlobalSign legal entity where you are placing your order.

Key Pair: The Private Key and its associated Public Key.

Local Registration Authority (LRA): The Service Administrator that is appointed that is responsible for identifying and authenticating Subscribers requesting Certificates. The LRA does not issue Certificates but requests the issuance of Certificates on behalf of a Subscriber whose identity the LRA has verified.

Private Key: The key of a Key Pair that is kept secret by the holder of the Key Pair, and that is used to create Digital Signatures and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key.

Public Key: The key of a Key Pair that may be publicly disclosed by the holder of the corresponding Private Key and that is used by a Relying Party to verify Digital Signatures created with the holder's corresponding Private Key and/or to encrypt messages so that they can be decrypted only with the holder's corresponding Private Key.

Qualified Certificate: A Certificate issued for electronic signatures by a Qualified Trust Service Provider (QTSP).

Qualified Signature Creation Device (QSCD): An electronic signature creation device that meets the requirements laid down in Annex II of the eIDAS Regulation.

Qualified Trust Service Provider (QTSP): A trust service provider who provides one or more qualified trust services and is granted the qualified status by the supervisory body.

Relying Party: Any natural person or legal entity that relies on a valid Certificate.

Service: The CA service provided by GlobalSign to Company.

Service Administrator: Acts as the LRA with respect to identifying and authenticating Subscribers and also performs administrator tasks associated with the life cycle management of the Certificate issued including renewal, revocation, re-issuance, and reporting functions.

Subscriber: A natural person or legal entity to whom a Certificate is issued and who is legally bound by a Subscriber Agreement.

Subscriber Agreement: An agreement between the CA and the Applicant/Subscriber that specifies the rights and responsibilities of the parties.

Trust Service Provider (TSP): A natural or a legal person who provides one or more trust services either as a qualified or as a non-qualified trust service provider.

2. Services Provided by GlobalSign

GlobalSign shall issue the Qualified Certificate upon approval of the Service Administrator who shall authenticate and validate the application and enrollment information of the Applicants/Subscribers.

3. Company's Obligations

Company shall comply with each of the following obligations:

- (a) Appoint a Service Administrator to set-up the Service. This includes registering an organization profile, and performing the registration authority duties necessary for issuance of the Qualified Certificate. The Service Administrator will be solely responsible for verifying the identity of the Applicant/Subscriber and information included in the Qualified Certificate;
- (b) The Service Administrator may complete the enrollment process for the Applicant provided that the email address associated with the Applicant is owned and/or controlled by Company or the Service Administrator has explicit authorization from the Applicant to complete the enrollment process on his/her behalf;
- (c) Ensure that information provided on the enrollment requests is complete and accurate;
- (d) Promptly revoke or request GlobalSign to revoke the Qualified Certificate in the event of 1) the Subscriber's violation of the Subscriber Agreement, or 2) any actual or suspected loss, disclosure, or other compromise of the associated Private Key;
- (e) Create and keep records of (1) Subscriber identity verification and (2) Certificate revocation;
- (f) Ensure and enforce all Private keys must be generated and stored within a certified Qualified Signature Creation Device (QSCD). The Applicant agrees to use the Qualified Certificate only within a QSCD which has either been supplied or approved in writing by GlobalSign and the QSCD certification status must be monitored by Company and appropriate measures must be taken if the certification status of the QSCD changes;
- (g) The Applicant shall only request Qualified Certificates for which the entity controls the email account associated with the address or has obtained authorization from the account holder as specified in the Mozilla CA Certificate Inclusion Policy at <https://www.mozilla.org/en-US/about/governance/policies/security-group/certs/policy/inclusion/>; and
- (h) Company will obtain the consent of the Subscriber to the keeping of a record by GlobalSign of information used in registration, and any subsequent revocation, including any information and attributes placed in the Qualified Certificate, and the passing of this information to third parties under the same conditions in the case of the GlobalSign terminating its services;

Company's failure to comply with any of the obligations under this Section 3 shall be a material breach of this Agreement.

4. Fees; payment

Company shall pay to GlobalSign the applicable fees for the Qualified Certificate in accordance with the payment terms agreed by Company when placing its order.

5. LIMITED WARRANTY

GLOBALSIGN MAKES NO WARRANTY AS TO THE USE, INABILITY TO USE, DELIVERY, LICENSE, PERFORMANCE OR NONPERFORMANCE OF THE CERTIFICATE, DIGITAL SIGNATURES, THE SOFTWARE, OR ANY OTHER TRANSACTIONS OR SERVICES OFFERED OR CONTEMPLATED BY THIS AGREEMENT, EXPRESS OR IMPLIED. GLOBALSIGN EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT EXCEPT FOR DAMAGE DUE TO RELIANCE (IN ACCORDANCE WITH THE CPS) ON THE VERIFIED INFORMATION AS OF THE ISSUANCE OF THE CERTIFICATE UP TO AN AMOUNT SET FORTH UNDER THE WARRANTY POLICY (AVAILABLE AT <http://www.globalsign.com/repository/>). NOTWITHSTANDING THE FOREGOING, GLOBALSIGN WILL NOT BE LIABLE IN ANY CASE IF (A) ANY ERROR IN THIS VERIFIED INFORMATION IS DUE TO THE FAULT OF THE SUBSCRIBER, OR (B) THERE IS A BREACH OF THIS AGREEMENT BY THE SUBSCRIBER.

6. LIMITATION OF LIABILITY

Each party's aggregate liability to the other party for any claim arising out of or relating to this Agreement or the use of or inability to use the Service will in no event exceed the amount of fees paid by Company for the Certificate within the one (1) year period immediately prior to the event that gave rise to its claim.

7. LIMITATION OF DAMAGES

Except for fraud or willful misconduct, in no event shall GlobalSign be liable for any indirect, incidental or consequential damages, or for any loss of profits, loss of data, or other indirect, consequential or punitive damages arising from or in connection with the use, delivery, license, performance or nonperformance of the Certificate, Digital Signatures, or any other transactions or services offered or contemplated by this Agreement, even if GlobalSign has been advised of the possibility of such damages.

8. Term and Termination

8.1 This Agreement shall commence as of the Effective Date and continue for the validity period of the Qualified Certificate (the "Initial Term").

8.2 This Agreement may be terminated by GlobalSign due to the Company's failure to perform any of its obligations under this Agreement if such breach is not cured within ten (10) days after receipt of notice thereof from GlobalSign.

9. Effect of Termination

Upon the expiration or termination of this Agreement for any reason, the terms and conditions of this Agreement shall continue to apply to any Qualified Certificate issued prior to the termination until the expiration or earlier revocation of such Qualified Certificate.

10. Miscellaneous

10.1 Governing Law and Jurisdiction

This Agreement shall be governed by, construed under and interpreted in accordance with the laws of England and Wales without regard to its conflict of law provisions. Venue shall be in the courts of England.

10.2 Assignment

Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the parties hereto. Neither this Agreement nor a Qualified Certificate shall be transferable or assignable by Company or a Subscriber. Any such purported transfer or assignment shall be void and of no effect and shall permit GlobalSign to terminate this Agreement.

10.3 Severability

If and to the extent that any court holds any provision of this Agreement to be unenforceable, such unenforceable provision shall be stricken and the remainder of this Agreement shall not be affected thereby. The parties shall in good faith attempt to replace any unenforceable provision of this Agreement with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

10.4 Entire Agreement

This Agreement, Subscriber Agreement and CPS, which are incorporated by reference hereto and are available at www.globalsign.com/repository, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings between the parties.

10.5 Trade Names, Logos

By reason of this Agreement or the performance hereof, neither party shall acquire any rights of any kind in any trademark, brand name, logo or product designation of the other party and shall not make any use of the same for any reason except as otherwise authorized in writing by the party which owns such rights to such trademarks, trade names, logos or product designation.