

**SAFESCRYPT 'S PUBLIC CERTIFICATION SERVICES
SAFESCRYPT INDIA-RCAI PUBLIC HIERARCHY
RELYING PARTY AGREEMENT**

YOU MUST READ THIS RELYING PARTY AGREEMENT BEFORE VALIDATING A DIGITAL IDSM ("CERTIFICATE") OR OTHERWISE ACCESSING OR USING SAFESCRYPT DATABASE OF CERTIFICATE REVOCATIONS AND OTHER INFORMATION ("REPOSITORY"). IF YOU DO NOT AGREE TO THE TERMS OF THIS RELYING PARTY AGREEMENT, YOU ARE NOT AUTHORIZED TO USE SAFESCRYPT REPOSITORY.

THIS RELYING PARTY AGREEMENT GOVERNS THE USE OF DIGITAL IDsSM ("CERTIFICATES") ISSUED USING SAFESCRYPT INDIA RCAI ONSITESM KEY MANAGER ("RCAI MPKI CERTIFICATES").

RCAI MPKI CERTIFICATES ISSUED BY SAFESCRYPT INDIA LIMITED AND DESCRIBED IN THE SAFESCRYPT CERTIFICATE PRACTICE STATEMENT ("SAFESCRYPT CPS") AS **SAFESCRYPT INDIA-RCAI PUBLIC HIERARCHY**. THE SAFESCRYPT INDIA-RCAI PUBLIC HIERARCHY REFERS TO THAT PART OF THE SAFESCRYPT CA HIERARCHY THAT IS CROSS CERTIFIED WITH THE ROOT CA AUTHORITY OF INDIA (RCAI). SUCH CERTIFICATES ARE TO BE DISTINGUISHED FROM THE CERTIFICATES DESCRIBED IN THE SAFESCRYPT CERTIFICATION PRACTICE STATEMENT (SAFESCRYPT CPS) AS "THE SAFESCRYPT INDIA PUBLIC HIERARCHY" WHICH REFERS TO THAT CA HIERARCHY THAT USES SAFESCRYPT SELF-SIGNED TECHNICAL CA'S AS THE TRUST ANCHORS AND THOSE DESCRIBED IN THE SAFESCRYPT CPS AS "THE VTN" OR THE "VERISIGN TRUST NETWORK" HIERARCHY WHICH REFERS TO THAT CA HIERARCHY FROM SAFESCRYPT THAT IS CROSS CERTIFIED WITH THE VERISIGN TRUST NETWORK

RCAI MPKI CERTIFICATES CONTAIN REFERENCES POINTING TO THIS AGREEMENT'S URL <https://www.safescrypt.com/repository/rpa/index.html> AND FIELDS STATING THAT USE OF RCAI MPKI CERTIFICATES IS SUBJECT TO TERMS AT THIS URL. YOU MUST READ THIS RELYING PARTY AGREEMENT BEFORE VALIDATING ANY RCAI MPKI CERTIFICATE OR OTHERWISE ACCESSING OR USING DATABASE OF CERTIFICATE REVOCATIONS AND OTHER INFORMATION ("REPOSITORY") TO DOWNLOAD AN MPKI CERTIFICATE OR CHECK ITS STATUS. IF YOU DO NOT AGREE TO THE TERMS OF THIS RELYING PARTY AGREEMENT, YOU ARE NOT AUTHORIZED TO RELY ON ANY RCAI MPKI CERTIFICATE OR USE SAFESCRYPT'S REPOSITORY TO DOWNLOAD AN RCAI MPKI CERTIFICATE OR CHECK ITS STATUS.

THIS RELYING PARTY AGREEMENT (this "Agreement") becomes effective when you submit a query to search for a RCAI MPKI Certificate, or to verify a digital signature

created with a private key corresponding to a public key contained in an RCAI MPKI Certificate, or when you otherwise use or rely upon any information or services provided by SafeScript's Repository or website relating to an RCAI MPKI Certificate.

Please note that the issuing authority ("IA") issuing a RCAI MPKI Certificate generated the subscriber's private key on his or her behalf and has backed up the private key using Safescript OnSite Key Manager. Therefore, the IA is capable of recovering the subscriber's private key to assist him or her in the event the subscriber loses access to it. The IA, however, may have legitimate business reasons for recovering the subscriber's private key even without the subscriber's permission. Accordingly, the IA may be capable of decrypting encrypted messages that you or others send to the subscriber. You should keep this in mind when considering your expectations of privacy for encrypted messages you may send to the subscriber. When properly implemented, the Safescript Key Recovery Service can provide considerable benefits. In the unlikely event of misuse, however, the IA could decrypt messages in its possession that you send to the subscriber, and if a single key pair is implemented for digital signatures and encryption, the IA could use a recovered private key to digitally sign messages to you or others on the subscriber's behalf. You acknowledge the foregoing by accepting this agreement as set forth below.

You acknowledge that you have access to sufficient information to ensure that you can make an informed decision as to the extent to which you will chose to rely on the information in a RCAI MPKI Certificate. For more educational material, see the tutorial contained in Safescript repository at www.safescript.com/repository/index.html. YOU ARE RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON THE INFORMATION IN AN RCAI MPKI CERTIFICATE. You acknowledge and agree that your use of SafeScript's Repository and your reliance on any RCAI MPKI Certificate shall be governed by Safescript CPS as amended from time to time, which is incorporated by reference into this Agreement. The Safescript CPS is published on the Internet in the Repository at <https://www.safescript.com/repository/index.html> and is available via E-mail by sending a request to: CPS-requests@safescript.com. Amendments to the CPS are also posted in Safescript's Repository at <https://www.safescript.com/repository/updates>. The steps necessary to validate an RCAI MPKI Certificate and verify a digital signature are contained in section 4 of the CPS.

PARAGRAPH 2.2.1.1 OF THE CPS SETS FORTH A LIMITED WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPH 2.2.1.1 OF THE CPS, ISSUING AUTHORITIES AND Safescript DISCLAIM ALL WARRANTIES AND OBLIGATIONS OF EVERY TYPE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF THE ACCURACY OF THE INFORMATION PROVIDED, AND FURTHER DISCLAIM ANY AND ALL LIABILITY FOR NEGLIGENCE OR LACK OF REASONABLE CARE. THE RELYING PARTY AGREES THAT THE NATURE OF SERVICES PROVIDED BY SAFESCRYPT IN ISSUING THE CERTIFICATES DOES NOT AMOUNT TO CERTIFYING ANY CREDIT WORTHINESS OR OTHER CAPABILITY,

COMPETENCE OR ABSENCE THEREOF OF ANY PERSON INCLUDING THE SUBSCRIBER WHO SIGN OR USES THE CERTIFICATES

IN NO EVENT SHALL ANY ISSUING AUTHORITY OR Safescrypt BE LIABLE FOR ANY INDIRECT, SPECIAL, 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, NONPERFORMANCE, OR UNAVAILABILITY OF RCAI MPKI CERTIFIATES, DIGITAL SIGNATURES, OR ANY OTHER TRANSACTIONS OR SERVICES OFFERED OR CONTEMPLATED HEREIN, EVEN IF SUCH ISSUING AUTHORITIES OR SAFESCRYPT, OR BOTH, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF AN ISSUING AUTHORITY AND Safescrypt TO ALL PARTIES (INCLUDING YOU) EXCEED THE APPLICABLE LIABILITY CAP FOR SUCH MPKI CERTIFICATE SET FORTH IN THE TABLE, BELOW.

THE COMBINED AGGREGATE LIABILITY OF ALL ISSUING AUTHORITIES AND SAFESCRYPT TO ANY AND ALL PERSONS CONCERNING A SPECIFIC MPKI CERTIFIATE SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE FOLLOWING, FOR THE AGGREGATE OF ALL DIGITAL SIGNATURES AND TRANSACTIONS RELATED TO SUCH MPKI CERTIFICATE:

SafeScript India-RCAI Public Hierarchy:	
India-RCAI Class 1	Indian Rupees Fifty (Rs. 50)
India-RCAI Class 2	Indian Rupees Two Hundred (Rs. 200)
India-RCAI Class 3	Indian Rupees One Thousand (Rs. 1,000)

If any provision of this Agreement, or the application thereof, is for any reason and to any extent found to be invalid or unenforceable, the remainder of this Agreement (and the application of the invalid or unenforceable provision to other persons or circumstances) shall not be affected by such finding of invalidity or unenforceability, and shall be interpreted in a manner that shall reasonably carry out the intent of the parties.

YOU ARE HEREBY NOTIFIED OF THE POSSIBILITY OF THEFT OR OTHER FORM OF COMPROMISE OF A PRIVATE KEY CORRESPONDING TO A PUBLIC KEY CONTAINED IN AN MPKI CERTIFICATE, WHICH MAY OR MAY NOT BE DETECTED, AND OF THE POSSIBILITY OF USE OF A STOLEN OR COMPROMISED KEY TO FORGE A DIGITAL SIGNATURE TO A DOCUMENT. For information regarding private key protection, see https://www.safescrypt.com/repository/PrivateKey_FAQ/index.html You demonstrate your knowledge and acceptance of the terms of this Agreement by submitting a query to search for, or to verify the revocation status of, a Digital IDSM or by otherwise using or

relying upon any information or services provided by Safescrypt Repository or website relating to a RCAI MPKI Certificate. If you do not agree, do not submit a query.