

Subscriber Agreement with from SafeScript CA

SAFESCRYPT CA RCAI HIERARCHY

YOU MUST READ THIS SUBSCRIBER AGREEMENT ("SUBSCRIBER AGREEMENT") BEFORE APPLYING FOR, ACCEPTING, OR USING A DIGITAL CERTIFICATE OR DIGITAL ID ("CERTIFICATE" OR "DIGITAL ID") OF **SAFESCRYPT CA RCAI HIERARCHY** ISSUED BY SAFESCRYPT LIMITED. THE SAFESCRYPT CA RCAI HIERARCHY REFERS TO THAT PART OF THE SAFESCRYPT CERTIFYING AUTHORITY ("CA") HIERARCHY THAT IS CROSS CERTIFIED WITH THE ROOT CA AUTHORITY OF INDIA (RCAI). SUCH CERTIFICATES ARE TO BE DISTINGUISHED FROM CERTIFICATES DESCRIBED IN THE SAFESCRYPT CERTIFICATE PRACTICE STATEMENT (SAFESCRYPT CA CPS) AS "THE SAFESCRYPT CA RCAI HIERARCHY" WHICH REFERS TO THAT CA HIERARCHY THAT USES SAFESCRYPT CA SIGNED TECHNICAL CA'S AS THE TRUST ANCHORS. IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE CERTIFICATE.

1. Certificate Application and Description of Certificates. This section details the terms and conditions regarding your application ("Certificate Application") for a Certificate and, if SafeScript accepts you're Certificate Application, the terms and conditions regarding the use of the Certificate to be issued by SafeScript to you as "Subscriber" of that Certificate. A Certificate is a digitally signed message that contains a Subscriber's public key and associates it with information authenticated by SafeScript or a SafeScript-authorized entity. SafeScript under this Agreement offer three distinct classes ("Classes") of certification services, RCAI Class 1, RCAI Class 2 and RCAI Class 3, for the Internet and other networks. Each level, or class, of Certificate provides specific functionality and security features and corresponds to a specific level of trust. You are responsible for choosing which Class of Certificate you need. The following subsections state the appropriate uses and authentication procedures for each Class of Certificate. For more detailed information about SafeScript's certification services, please see the SafeScript CPS which may be accessed at www.safescript.com/repository/index.html.

(i) RCAI Class 1 Certificates: RCAI Class 1 Certificates offer the lowest level of assurances within the SafeScript CA RCAI Hierarchy. The Certificates are issued to individual subscribers only, and authentication procedures are based on assurances that the Subscriber's distinguished name is unique and unambiguous within the sub-domain of a particular issuer of Certificates (a "Certification Authority" or "CA") and that a certain e-mail address is associated with a public key. RCAI Class 1 Certificates are appropriate for digital signatures, encryption, and access control for non-commercial or low-value transactions where proof of identity is unnecessary.

RCAI Class 1 certificate does not validate the identity of the subscriber and therefore are not Persona-verified Digital Signature Certificates.

(ii) RCAI Class 2 Certificates: RCAI Class 2 Certificates offer a medium level of assurances in comparison with the other two Classes within this hierarchy. These Certificates are issued to individual Subscribers only. In addition to the RCAI Class 1 authentication procedures, RCAI Class 2 authentication includes procedures based on a comparison of information submitted by the certificate applicant against information in business records or databases or the database of a SafeScript-approved identity proofing service. **SafeScript reserves the sole right to approve the database or record being used for this validation.** They can be used for digital signatures, encryption, and access control, including as proof of identity in medium-value transactions. **This class is suitable for most business-grade transactions**

(iii) RCAI Class 3 Certificates: RCAI Class 3 Certificates provide the higher level of assurances. Class 3 Certificates are issued to individuals and organizations. RCAI Class 3 individual Certificates may be used for digital signatures, encryption, and access control, including as proof of identity, in high-value transactions. RCAI Class 3 individual Certificates provide assurances of the identity of the Subscriber based on the personal (physical) presence of the Subscriber before a person (approved by SafeScript) that confirms the identity of the Subscriber using, at a minimum, a well-recognized form of government-issued

identification and one other identification credential. **SafeScript reserves the right to decide which specific forms of identification would be acceptable for validation. In the absence of a government-issued identification, SafeScript may prescribe alternate methods of validation.**

RCAI Class 3 organizational Certificates are issued to devices to provide authentication; message, software, and content integrity and signing; and confidentiality encryption. RCAI Class 3 organizational Certificates provide assurances of the identity of the Subscriber based on a confirmation that the Subscriber organization does in fact exist, that the organization has authorized the Certificate Application, and that the person submitting the Certificate Application on behalf of the Subscriber was authorized to do so.

2. Processing Your Certificate Application. Upon SafeScript's receipt of the necessary payment and upon completion of authentication procedures required for the Certificate you have purchased, SafeScript will process your Certificate Application. SafeScript will notify you whether your Certificate Application is approved or rejected. If your Certificate Application is approved, SafeScript will issue you a Certificate for your use in accordance with this Subscriber Agreement. Your use of the Personal Identification Number ("PIN") from SafeScript to pick up the Certificate or otherwise installing or using the Certificate is considered your acceptance of the Certificate. After you pick up or otherwise install your certificate, you must review the information in it before using it and promptly notify SafeScript of any errors. Upon receipt of such notice, SafeScript may revoke your Certificate and issue a corrected certificate.

3. Obligations upon Revocation or Expiration. Upon expiration or notice of revocation of your certificate, you shall no longer use the certificate for any purpose.

4. Ownership. Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the SafeScript services identified herein ("SafeScript Intellectual Property Rights") are owned by SafeScript or its licensors, and you agree to make no claim of interest in or ownership of any such SafeScript Intellectual Property Rights. You acknowledge that no title to the SafeScript Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the SafeScript or its licensors' service, other than the rights expressly granted in this Subscriber Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more preexisting versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such preexisting works may be recast, transformed or adapted) such Derivative Work shall be owned by SafeScript or its licensors and all right, title and interest in and to each such Derivative Work shall automatically vest in SafeScript or its licensors. SafeScript shall have no obligation to grant you any right in any such Derivative Work. You may not reverse engineer, disassemble or decompile the SafeScript Intellectual Property or make any attempt to obtain source code to the SafeScript Intellectual Property. You have the right to use the Certificate under the terms and conditions of this Subscriber Agreement.

5. Modifications to Agreement. Except as otherwise provided in this Subscriber Agreement, you agree, during the term of this Subscriber Agreement, that SafeScript may: (i) revise the terms and conditions of this Subscriber Agreement; and/or (ii) change part of the services provided under this Subscriber Agreement at any time. Any such revision or change will be binding and effective thirty (30) days after posting of the revised Subscriber Agreement or change to the service(s) on SafeScript's Web sites, or upon notification to you by e-mail or postal mail. You agree to periodically review SafeScript's Web sites, including the current version of this Subscriber Agreement available on SafeScript's Web sites, to be aware of any such revisions. If you do not agree with any revision to the Subscriber Agreement, you may terminate this Subscriber Agreement at any time by providing

notice to SafeScript. Notice of your termination will be effective on receipt and processing by SafeScript. Any fees paid by you if you terminate this Subscriber Agreement are nonrefundable. By continuing to use SafeScript services after any revision to this Subscriber Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. SafeScript is not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for SafeScript's services; or in (ii) information posted on SafeScript's Web site of a general informational nature. No employee, contractor, agent or representative of SafeScript is authorized to alter or amend the terms and conditions of this Subscriber Agreement.

6. Warranties.

6.1 SafeScript Warranties. SafeScript warrants to you that (i) there are no errors introduced by SafeScript in your Certificate information as a result of SafeScript's failure to use reasonable care in creating the Certificate, (ii) your Certificate complies in all material respects with the SafeScript CPS, and (iii) SafeScript's revocation services and use of a repository conform to the SafeScript CPS in all material aspects.

6.2 Your Warranty. You warrant to SafeScript and anyone who relies on your Certificate that (i) all the information you provide to SafeScript in your Certificate Application is accurate; (ii) no Certificate information you provided (including your e-mail address) infringes the intellectual property rights of any third parties; (iii) the Certificate Application information you provided (including your email address) has not been and will not be used for any unlawful purpose; (iv) you have been (since the time of its creation) and will remain the only person possessing your private key and no unauthorized person has had or will have access to your private key; (v) you have been (since the time of its creation) and will remain the only person possessing any challenge phrase), PIN, software, or hardware mechanism protecting your private key and no unauthorized person has had or will have access to the same; (vi) you are using your Certificate exclusively for authorized and legal purposes consistent with this Subscriber Agreement; (vii) you are using your Certificate as an end-user Subscriber and not as a Certification Authority issuing Certificates, Certification revocation lists, or otherwise; (viii) each digital signature created using your private key is your digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created; and (ix) you manifest assent to this Subscriber Agreement as a condition of obtaining a Certificate. You also agree that you will not monitor, interfere with, or reverse engineer any of the technical implementation, except with the prior written approval from SafeScript, and shall not otherwise compromise the security of the SafeScript India-RCAI Public Hierarchy.

7. Disclaimers of Warranties. YOU AGREE THAT YOUR USE OF SAFESCRYPT'S SERVICE(S) IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS, EXCEPT AS OTHERWISE NOTED IN THIS SUBSCRIBER AGREEMENT. SafeScript EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OTHER THAN THE WARRANTIES AS SET FORTH IN SECTION 6, SafeScript DOES NOT MAKE ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES SafeScript MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH SafeScript's SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF SafeScript's SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SafeScript OR THROUGH SafeScript's SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. SafeScript IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY. YOU ALSO AGREE 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

8. Indemnity. You agree to release, indemnify, defend and hold harmless SafeScript and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (i) this Subscriber Agreement or the breach of your warranties, representations and obligations under this Subscriber Agreement, (ii) falsehoods or misrepresentations of fact by you on the Certificate Application, (iii) any intellectual property or other proprietary right of any person or entity, (iv) failure to disclose a material fact on the Certificate Application if the misrepresentation or omission was made negligently or with intent to deceive any party, and (v) failure to protect the private key, or use a trustworthy system, or to take the precautions necessary to prevent the compromise, loss, disclosure, modification or unauthorized use of the private key under the terms of this Subscriber Agreement. When SafeScript is threatened with suit or sued by a third party, SafeScript may seek written assurances from you concerning your promise to indemnify SafeScript, your failure to provide those assurances may be considered by SafeScript to be a material breach of this Subscriber Agreement. SafeScript shall have the right to participate in any defense by you of a third-party claim related to your use of any SafeScript services, with counsel of our choice at your own expense. You shall have sole responsibility to defend SafeScript against any claim, but you must receive SafeScript's prior written consent regarding any related settlement. The terms of this Section 9 will survive any termination or cancellation of this Subscriber Agreement.

9. Limitations of Liability. THIS SECTION 9 APPLIES TO LIABILITY UNDER CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE AND/OR STRICT LIABILITY), AND ANY OTHER LEGAL OR EQUITABLE FORM OF CLAIM. IF YOU INITIATE ANY CLAIM, ACTION, SUIT, ARBITRATION, OR OTHER PROCEEDING RELATING TO SERVICES PROVIDED UNDER THIS SUBSCRIBER AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, SafeScript's TOTAL LIABILITY FOR DAMAGES SUSTAINED BY YOU AND ANY THIRD PARTY FOR ANY USE OR RELIANCE ON A SPECIFIC CERTIFICATE SHALL BE LIMITED, IN THE AGGREGATE, TO THE AMOUNTS SET FORTH BELOW.

Class	Liability Caps
RCAI Class 1	Indian Rupees Fifty (Rs. 50)
RCAI Class 2	Indian Rupees Two Hundred (Rs. 200)
RCAI Class 3	Indian Rupees One Thousand (Rs. 1,000)

THE LIABILITY LIMITATIONS PROVIDED IN THIS SECTION 9 SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE. SAFESCRYPT SHALL NOT BE OBLIGATED TO PAY MORE THAN THE TOTAL LIABILITY LIMITATION FOR EACH CERTIFICATE.

10. Additional Obligation. As subscriber you shall duly comply with the requirements specified under the Information Technology Act, 2000 and all other applicable laws and also the rules and regulations framed there under and guidelines issued by the concerned authorities there under and this agreement shall at all times be read consistent with the said Act, laws, rules, regulations and guidelines.

11. Force Majeure. Except for payment and indemnity obligations hereunder, neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout, boycott, provided that the party relying upon this Section 11 shall have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure

event described in this Section 11 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this Subscriber Agreement.

12. Export. You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your Certificate, to any country in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, but is not limited to, the export regulations of the Republic of India. . SafeScript OR ITS LICENSORS MAY BE REQUIRED BY LAW TO REPORT TO THE INDIAN GOVERNMENT OR GOVERNMENT OF OTHER JURISDICTION INCLUDING UNITED STATES OF AMERICA YOUR COMPANY NAME AND ADDRESS FOR EXPORT REPORTING PURPOSES.

13. Severability. You agree that the terms of this Subscriber Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Subscriber Agreement; this Subscriber Agreement will be deemed amended to the extent necessary to make this Subscriber Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

14. Governing Law. You and SafeScript agree that any disputes related to the services provided under this Subscriber Agreement shall be governed in all respects by and construed in accordance with the laws of India, excluding its conflict of laws rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Subscriber Agreement.

15. Dispute Resolution. To the extent permitted by law, before you may invoke any dispute resolution mechanism with respect to a dispute involving any aspect of this Subscriber Agreement, you shall notify SafeScript, and any other party to the dispute for the purpose of seeking dispute resolution. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed in accordance with the following:

All disputes arising in connection with this Subscriber Agreement shall be finally settled by Arbitration under the Arbitration and Conciliation Act or statutory modification or replacement thereof by a sole arbitrator to be chosen by the Subscriber out of the panel of at least five persons which may be notified by SafeScript. The place of arbitration shall be in Chennai, India, and the proceedings shall be conducted in English. Nothing in this Subscriber Agreement will be deemed as preventing either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of this dispute as is necessary to protect either party's name, proprietary information, trade secret, know-how, or, or any other intellectual property rights.

16. Non-Assignment. Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Subscriber Agreement, whether by attachment, levy, garnishment or otherwise, renders this Subscriber Agreement voidable at SafeScript's option.

17. Notices. You will make all notices, demands or requests to SafeScript with respect to this Subscriber Agreement in writing to: Attn: SafeScript, 2nd Floor, Tidel Park, #4, Canal Bank Road, Taramani, Chennai 600113; Tel: +91-44-2254 0770; Fax: +91-44-2254 0777.

18. Survival. This Subscriber Agreement shall be applicable for as long as the Certificate remains valid and you have not breached any provision of this Subscriber Agreement.

19. Privacy. You agree that SafeScript may place in your Certificate certain information that you provide for inclusion in your Certificate. You also agree that SafeScript may publish your Certificate and information about its status in SafeScript's repository of Certificate information and make this information available to other repositories.