

Subscriber Agreement

This Subscriber Agreement (the “Agreement”) is made between Code Writers Trusted Global Services (“Code Writers”) and you (“you” or the “Subscriber”). By applying for a digital certificate, you agree to the terms of this Agreement. Please read the Agreement, effective as of the Effective Date. If you do not agree to the terms of this Agreement, do not apply for a Certificate. If you have questions about this Agreement, please contact:

subscriptions@codewritersinc.com

In addition to this Agreement, please ensure you have read and understand the Code Writers Certificate Policy and the Certification Practice Statement both of which are available at:

<http://cps.codewritersinc.com>

because they also apply to your use of Code Writers-issued digital certificates.

1. Definitions

Applicant: An individual or organization that requests issuance of a Certificate by a CA.

Baseline Requirements: An integrated set of technologies, protocols, identity-proofing, lifecycle management, and auditing requirements issued by the CA/Browser Forum and available at <http://cabforum.org>

CA/B Forum: A consortium of certification authorities, vendors of Internet browser software, operating systems, and other PKI-enabled applications that promulgates industry guidelines governing the issuance and management of digital certificates. Details are available at: <http://cabforum.org>

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

Certification Authority or “CA”: An entity that issues, suspends, or revokes Certificates in accordance with its Certificate Policy and CPS. For purposes of this Agreement, CA means Code Writers or its suppliers.

Certificate Request: An application for a new Certificate or a renewal of a Certificate.

Compromise: A Private Key is said to be compromised if its value has been disclosed to an unauthorized person, an unauthorized person has had access to it, or there exists a practical technique by which an unauthorized person may discover its value. A Private Key is also considered compromised if methods have been developed that can easily calculate it based on the Public Key or if there is clear evidence that the specific method used to generate the Private Key was flawed.

CP: The latest version of Code Writers’s US Certificate Policy available at <http://cps.codewritersinc.com/certificatepolicy.pdf>

CPS: The latest version of Code Writers’s US Certification Practice Statement available at <http://cps.codewritersinc.com/certificationpracticestatement.pdf>

Domain Name: The label assigned to a node in the Domain Name System.

Domain Name Registrant: The person(s) or entity(ies) registered as “Registrant” with the Domain Name Registrar as having the right to control how a Domain Name is used.

Domain Name Registrar: An organization or entity that manages the reservation of Internet domain names and is accredited by a generic top-level domain registry or a country code top-level domain registry.

Domain Name System: An Internet service that translates Domain Names into IP addresses.

Effective Date: The date of the application for the Certificate.

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

Key Usage Extension: An attribute included in a Certificate that determines for which purposes the Certificate may be used.

Legal Entity: An association, corporation, partnership, proprietorship or, trust or government

entity that has legal standing in a country's legal system.

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 or to decrypt electronic records or files that were encrypted with the corresponding Public Key.

Public Key: The key of a Key Pair that is intended to be publicly shared with recipients of digitally signed electronic records and that is used by such recipients to verify Digital Signatures created with the corresponding Private Key or to encrypt electronic records so that they can be decrypted only with the corresponding Private Key.

Registration Authority: An entity that is responsible for identification and authentication of certificate subjects, but that does not sign or issue certificates.

Relying Party: Any natural person or Legal Entity that relies on a valid Certificate issued by a CA within the Code Writers PKI.

Repository: The documents located at <http://pki.codewritersinc.com/pki/>

Subject Alternate Name: An attribute included in the Certificate, which repeats the Common Name, as well as any other names that may apply to the subject.

Subordinate CA: A CA whose Certificate is signed by a Root CA or another Subordinate CA. Authority to Use Certificates

(a) **Grant of Authority:** From the Effective Date and for the term set forth within the validity period of any issued Certificate ("Valid from" date to "Valid to" date), Code Writers hereby grants to the Subscriber the authority to use the Certificate in conjunction with Private Key and Public Key operations. The obligations of the Subscriber in sections 4 ("Your Obligations") and 5 ("Warranties") with respect to Private Key protection are applicable from the Effective Date.

(b) **Limitations on Authority:** The Subscriber may use the Certificate only in connection with properly licensed cryptographic software.

(c) **Sublicensing:** The Subscriber may not sublicense the usage of a Code Writers-issued certificate.

(d) **Key Usage Extensions:** Subscriber's authority to use the Certificate is limited to the use cases that are consistent with the Key Usage Extensions in the Certificate.

(e) **High-risk usage:** Subscriber must not deploy the Certificate for use in control equipment in circumstances requiring fail-safe performance or where failure could lead directly to death, personal injury or severe environmental damage, such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems or as control equipment for hazardous uses.

3. Services that Code Writers Provides

After acceptance of this Agreement and payment of applicable fees, in addition to the "Grant of Authority" in Section 2(a), Code Writers or a third-party provider that Code Writers designates will provide the following services from the point of issuance of the Certificate.

(a) **Provision of Certificate Revocation Lists (CRL), Online Certificate Status Protocol (OCSP) Services and Certificate Issuing Authority Details:** Code Writers shall use reasonable efforts to compile, aggregate and make electronically available for all Certificates signed and issued by Code Writers's CA: CRLs for any Certificate containing a CRL Certificate distribution point; OCSP responders for any Certificates containing an OCSP responder URL, and Issuing Certificate information from the Authority Information Access locations; provided, however that Code Writers shall not be in breach of its obligations hereunder as a result of any delay in or failure of performance on its part which arises out of any equipment failure or telecommunications breakdown beyond the reasonable control of Code Writers.

(b) **Revocation Services for Certificates:** Code Writers will revoke a Subscriber Certificate within twenty-four (24) hours after Code Writers verifies that the conditions for revocation have been met, under the following circumstances:

1. The Subscriber requests in writing to the Code Writers entity that provided the Certificate that the Subscriber wishes to revoke the Certificate;
2. The Subscriber notifies Code Writers that the original Certificate Request was not authorized and does not retroactively grant authorization;

3. Code Writers obtains reasonable evidence that the Subscriber's Private Key has been Compromised, no longer complies with the requirements for algorithm type and key size of the Baseline Requirements, or that the Certificate has otherwise been misused;
4. Code Writers receives notice or otherwise becomes aware that the Subscriber violated any of its material obligations under this Subscriber Agreement or Terms of Use;
5. Code Writers is made aware of any circumstance indicating that use of a Fully-Qualified Domain Name or IP address in the Certificate is no longer legally permitted (e.g., a court or arbitrator has revoked a Domain Name Registrant's right to use the Domain Name, a relevant licensing or services agreement between the Domain Name Registrant and the Applicant has terminated, or the Domain Name Registrant has failed to renew the Domain Name);
6. Code Writers is made aware that a Wildcard Certificate has been used to authenticate a fraudulently misleading subordinate Fully-Qualified Domain Name;
7. Code Writers receives notice or otherwise becomes aware of a material change in the information contained in the Certificate;
8. Code Writers is made aware that the Certificate was not issued in accordance with the Baseline Requirements or Code Writers's CP or CPS;
9. Code Writers determines that any of the information appearing in the Certificate is not accurate or is misleading;
10. Code Writers ceases operations for any reason and has not arranged for another CA to provide revocation support for the Certificate;

3

11. Code Writers's right to issue Certificates under the Baseline Requirements expires or is revoked or terminated, unless Code Writers has made arrangements to continue maintaining the CRL/OCSP Repository;
12. Code Writers is made aware of a possible Compromise of the Private Key of the Subordinate CA used for issuing the Certificate;
13. Revocation is required by Code Writers's CP and/or CPS;
14. The technical content or format of the Certificate presents an unacceptable risk to Application Software Suppliers or Relying Parties (e.g., the CA/B Forum might determine that a deprecated cryptographic algorithm or key size presents an unacceptable risk and that such Certificates should be revoked and replaced by CAs within a given period of time); or
15. Code Writers is made aware that the Certificate was used to sign malicious software or "malware."

(c) Code Writers may also revoke a Subscriber Certificate within a commercially reasonable period of time under the following circumstances:

1. The Subscriber or organization administrator requests revocation of the Certificate through a Code Writers account which controls the lifecycle of the Certificate;
2. The Subscriber requests revocation through an authenticated request to Code Writers's support team or Code Writers's Registration Authority;
3. Code Writers receives notice or otherwise becomes aware that the Subscriber has been added as a denied party or prohibited person to a blacklist, or is operating from a prohibited destination under the laws of Code Writers's jurisdiction of operation;
4. Code Writers determines, in its sole discretion, that the use of the Certificate may compromise the security, reputation or trust status of the Code Writers CA or Code Writers;
5. Following a request for cancellation of a Certificate;
6. If a Certificate has been reissued, Code Writers may revoke the previously issued Certificate;
7. Under certain licensing arrangements, Code Writers may revoke Certificates following expiration or termination of the applicable license agreement; or
8. Code Writers determines the continued use of the Certificate is otherwise harmful to the business of Code Writers or third parties. When considering whether Certificate usage is harmful to Code Writers's or a third party's business or reputation, Code Writers will consider, among other things, the nature and number of complaints received; the identity of the complainant; relevant legislation in force; and the response to the alleged harmful use by the Subscriber.

(d) Key Generation: If Key Pairs are generated by Code Writers on behalf of the Subscriber, Code Writers will endeavor to use trustworthy systems in order to generate such Key Pairs, in which case, the following terms also apply: Code Writers will generate Key Pairs using a platform recognized as being fit for such purpose and will ensure that Private Keys are encrypted during transport to the Subscriber.

(e) Certificate Transparency: To promote trust in Digital Certificates, Code Writers may log Certificates with a public certificate transparency database. This log information is publicly accessible and once submitted it cannot be removed from the certificate transparency database.

4

4. Your Obligations

(a) Requesting and Using a Certificate

You must:

1. Ensure that all information provided as part of your Certificate request is accurate as of the time of the request, and that the Common Name and Subject Alternate Name correctly represent the name of the device for which Subscriber is requesting the certificate;
2. Generate key pairs on trustworthy systems and protect the Private Key from disclosure or misuse. The Private Key should be subject to appropriate levels of protection for sensitive data. An unencrypted Private Key must be transferred using an encrypted transport protocol such as SSH or HTTPS. When storing the key in locations other than the SSL server, the Private Key must be encrypted, in accordance with industry-leading practice;
3. Ensure that the Public Key submitted to Code Writers corresponds to your Private Key;
4. Generate key pairs that satisfy the requirements set out in the CP and the CPS;
5. Review and verify the Certificate contents for accuracy before installing and using the Certificate;
6. Make sure that the Certificate is not installed on servers that are accessible at an address that differs from the Common Name or Subject Alternate Name listed in the Certificate; and
7. Monitor the expiration of the Certificate.

(b) Compromise

1. You must inform contact@pki.google.com immediately if you believe your Certificate's Private Key has been Compromised.
2. You must respond to Code Writers's inquiries and instructions concerning Key Compromise or Certificate misuse within 48 hours following the time of Code Writers's request.

(c) Revocation

1. If you believe the information within your Certificate is no longer accurate, please contact services@codewritersinc.com immediately.
2. You acknowledge and accept that Code Writers may revoke your Certificate immediately if in its judgment: (A) you were to violate the terms of this Agreement; or (B) Code Writers discovers that the Certificate is being used to enable criminal activities such as phishing attacks, fraud, or the distribution of malware.
3. Code Writers may contact you with questions regarding key Compromise and Certificate misuse. You must respond within two days of delivery of Code Writers's questions to you. Code Writers may take action to revoke your Certificate before hearing back from you in cases of abuse or other concern for security or the integrity of the Certificate. Code Writers may at any time require you to cease use of the Certificate.

5

4. If Code Writers revokes your Certificate for reasons of Key Compromise, then you must promptly cease all use of the Private Key corresponding to the Public Key in that Certificate.

(d) Communication

Please monitor pki.google.com where Code Writers will send notifications of updates to this Agreement, and various notifications related to Certificate and SSL issuance at Code Writers.

5. Subscriber's Warranties

Subscriber represents and warrants that it will:

- (a) for the benefit of Code Writers and the Certificate Beneficiaries, comply with the obligations in Section 4 of this Agreement;
- (b) Accuracy of Information: provide accurate, complete and truthful information at all times to Code Writers, both in the Certificate Request and as otherwise requested by Code Writers in connection with the issuance of a Certificate;
- (c) Protection of Private Key: take all reasonable measures to ensure 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 (and any associated activation data or device, e.g.,

password or token);

(d) Acceptance of Certificate: review and verify the Certificate contents for accuracy;

(e) Use; Restrictions: install the Certificate only on servers that are accessible at the Subject Alternative Name(s) listed in the Certificate, and will use the Certificate solely in compliance with all applicable laws and solely in accordance with the Subscriber Agreement;

(f) Reporting and Revocation: (i) promptly request revocation of the Certificate, and cease using it and its associated Private Key, if there is any actual or suspected misuse or compromise of the Subscriber's Private Key associated with the Public Key included in the Certificate, and (ii) promptly request revocation of the Certificate, and cease using it, if any information in the Certificate is or becomes incorrect or inaccurate; and

(g) Termination of Use of Certificate: promptly cease all use of the Private Key corresponding to the Public Key included in the Certificate upon revocation of that Certificate for reasons of Key Compromise.

6. Consent to Publish Information

By providing personal information when applying for a Certificate, Subscriber consents to Code Writers's disclosure of this information publicly by: (a) embedding the information in the issued Certificate, and (b) publishing the Certificate in Certificate Transparency (CT) logs.

6

7. Term and Termination

(a) Term. This Agreement remains in effect until Subscriber's Certificate has expired or is earlier revoked.

(b) Effect of Termination. Upon any termination of this Agreement: (a) all of Subscriber's rights under this Agreement immediately terminate; (b) Subscriber will cease using the Certificates issued under this Agreement; and (c) Sections and provisions of this Agreement which, by their nature, are intended to survive termination of this Agreement, will continue to apply in accordance with their terms.

8. Indemnity

(a) General. To the extent permitted by law, Subscriber indemnifies Code Writers, Code Writers's partners, and any cross-signed entities, and their respective directors, officers, employees, agents, and contractors against any loss, damage, or expense, including reasonable attorney's fees, related to: (i) any misrepresentation or omission by Subscriber, regardless of whether the misrepresentation or omission was intentional or unintentional, in connection with this Agreement;

(ii) Subscriber's breach of this Agreement, any agreement or policy incorporated herein, or applicable law;

(iii) the compromise or unauthorized use of a Certificate or Private Key caused by Subscriber's negligence or intentional acts; or (iv) Subscriber's misuse of a certificate or Private Key.

(b) Process. Code Writers will promptly notify Subscriber of any claim subject to Section 8(a), but Code Writers's failure to promptly notify Subscriber will only affect Subscriber's obligations under Section 8(a) to the extent that Code Writers's failure prejudices Subscriber's ability to defend the claim. Subscriber may: (i) use counsel of Subscriber's own choosing (subject to Code Writers's written consent) to defend against any claim; and (ii) settle the claim as Subscriber deems appropriate, provided that Subscriber obtains Code Writers's prior written consent before entering into any settlement. Code Writers may also assume control of the defense and settlement of the claim at any time.

9. Code Writers Disclaimer

EXCEPT AS SET FORTH IN THE CPS, THE CERTIFICATE SERVICES IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS." Code Writers AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE CERTIFICATE SERVICES, INCLUDING ANY WARRANTY THAT THE CERTIFICATE SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, Code Writers AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY

IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

7

10. Limitation of Liability

Code Writers AND ITS AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER Code Writers NOR ANY OF ITS AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) SUBSCRIBER'S INABILITY TO USE A CERTIFICATE, INCLUDING AS A RESULT OF (I) ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR THE CPS OR REVOCATION OF A CERTIFICATE, (II) Code Writers'S DISCONTINUATION OF ANY OR ALL SERVICE OFFERINGS IN CONNECTION WITH THIS AGREEMENT, OR, (III) ANY DOWNTIME OF ALL OR A PORTION OF CERTIFICATE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY SUBSCRIBER IN CONNECTION WITH THIS AGREEMENT OR SUBSCRIBER'S USE OF OR ACCESS TO Code Writers'S CERTIFICATE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF SUBSCRIBER'S CONTENT OR OTHER DATA. IN ANY CASE, Code Writers AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ALL CERTIFICATES ISSUED HEREUNDER, IS THE LESSER OF THE AMOUNT PAID BY SUBSCRIBER FOR THE CERTIFICATE(S) AT ISSUE OR THE AMOUNTS PAID FOR THE CERTIFICATE SERVICES FOR THE CERTIFICATE(S) AT ISSUE IN THE LAST TWELVE (12) MONTHS BEFORE THE CLAIM AROSE. THIS LIABILITY LIMITATION SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE.

11. Proprietary Rights

Code Writers retains sole ownership in: (a) the Certificates and all documentation provided by Code Writers in connection with the Certificates or the Certificate services, (b) all Code Writers trademarks, copyrights and intellectual property and derivative works of any Certificates or Certificate services. The Certificate services are licensed to Subscriber under a revocable, nonexclusive, nontransferable license to use, for Subscriber's benefit, in accordance with the CPS and the terms of this Agreement.

12. Miscellaneous

(a) Code Writers may modify this Agreement at any time by posting a revised version on the Repository. (<https://certs.codewritersinc.com/repository/>)

The modified terms will become effective upon posting. By continuing to use the Certificate services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the Repository regularly for modifications to this Agreement. Code Writers last modified this Agreement on the date listed at the end of this Agreement.

8

(b) The laws of California, USA, excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to this Agreement. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and Subscriber and Code Writers consent to personal jurisdiction in those courts.

(c) Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable

control, including acts of God, labor disputes with its or its affiliates' employees, industrial disturbances, electrical or power outage, utilities or telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

(d) Independent Contractors; Non-Exclusive Rights. Code Writers and Subscriber are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right:

(i) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (ii) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

(e) U.S. Government Rights. The Certificate services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Certificate services. If Subscriber is using the Certificate services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Subscriber will immediately discontinue its use of the Certificate services. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

(f) Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, Subscriber is solely responsible for compliance related to the manner in which it chooses to use the Certificate services.

(g) Assignment. Subscriber may not assign this Agreement, or any rights or duties under it, directly or indirectly (e.g., by merger, consolidation, other corporate reorganization, or a transfer or sale of a controlling interest), by operation of contract, law, or otherwise, except with Code Writers's express, prior, written consent. Any attempted assignment that violates this Section 12(g) is a material breach and is void. Subject to the rest of this Section 12(g), this Agreement will bind and benefit the parties' successors and permitted assigns.

(h) No Waivers. The failure by Code Writers to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit Code Writers's right to enforce such provision at a later time. Any waivers granted under this Agreement are effective only if recorded in a writing signed by an authorized representative of the party granting such waiver.

9

(i) Severability and Interpretation. If a court of competent jurisdiction finds any part of the Agreement unenforceable, the Agreement will be deemed modified as necessary to make it enforceable, and the rest of the Agreement will be fully enforced to effect the parties' intent. This Agreement will be interpreted according to its plain meaning without presuming it should favor either party. Unless stated or context requires otherwise: (i) lists of examples following "e.g.," "including", "for example", or the like are interpreted to include "without limitation," unless qualified by words such as "only" or "solely"; (ii) any monetary amounts are expressed and, if applicable, payable, in U.S. dollars; and (iii) URLs are understood to also refer to successors, localizations, and information or resources linked from within websites at the specified URLs. The section headings of this Agreement are for convenience only and have no interpretive value.

(j) Notices. Whenever Subscriber desires or is required to give any notice, demand, or request to Code Writers with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by a courier service that confirms delivery in writing or mailed, certified or registered mail, postage

prepaid, return receipt requested, addressed to

Code Writers at Code Writers Trust Services LLC, 1600 Amphitheatre Pkwy., Mountain View, California 94043 USA, Attention: Legal Department. Such communications will be effective when they are received.

(k) Privacy; Use of third party databases. Code Writers will follow its privacy policy when receiving and using information from Subscriber. Code Writers may amend the privacy policy at any time by posting the amended privacy policy on its website. By providing personal information when applying for a Certificate, Subscriber consents to Code Writers's processing, disclosure and transfer of this information on a global basis to its affiliates, agents and subcontractors as necessary to validate and issue a Certificate, including processing, disclosure and transfer to countries that may have data protection laws that are less protective than those in the country where Subscriber is located. For natural persons, Code Writers may validate items such as name, address and other personal information supplied during the application process against appropriate third party databases. By entering into this Agreement, the Subscriber consents to such checks being made. In performing these checks, personal information provided by the Subscriber may be disclosed to registered credit reference agencies, which may keep a record of that information. Such check is done only to confirm identity, and as such, a credit check is not performed. The Subscriber's credit rating will not be affected by this process.

(l) Trade Names, Logos. By reason of this Agreement or the performance hereof, Subscriber and Code Writers shall acquire no 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 all rights to such trademarks, trade names, logos or product designation.

(m) Customer Support. The Subscriber must notify Code Writers through contact@pki.goog immediately if there is an error in the Certificate. If Subscriber fails to do so within seven (7) days from receipt, the Certificate shall be deemed accepted.

(n) Entire Agreement; English Language. This Agreement includes the CPS and is the entire agreement between Subscriber and Code Writers regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Subscriber and Code Writers, whether written or verbal, regarding the subject matter of this Agreement. Code Writers will not be bound by, and specifically

10

object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by Subscriber in any order, receipt, acceptance, confirmation, correspondence or other document. If Code Writers provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

Last updated on 15 February 2017.

11