

## RELYING PARTY AGREEMENT

Please read this document carefully before proceeding. You must not validate, rely on or use a Certicom issued Digital Certificate or access or use any Service provided by Certicom before reading and accepting the terms of this Relying Party Agreement and reading and understanding the Certicom Certification Practice Statement. In any event you will be deemed to have accepted the terms of this Agreement if you validate, rely on or use a Digital Certificate.

1. The terms and conditions set forth in this Relying Party Agreement (this "Agreement") shall govern and control the relationship between you (the "Relying Party") and Certicom Corporation ("Certicom") with regard to your reliance on or use of a valid Digital Certificate to conduct an online transaction; and use of the Repository.
2. By accessing a Digital Certificate, you consent to the terms and conditions in this Agreement and are deemed to have read and understood the Certicom CPS.
3. The warranty terms are contained in the Certicom Relying Party Warranty which shall be posted on Certicom's website. Capitalized terms used but not defined herein shall have the meaning set forth in the Certicom Relying Party Warranty or Certicom CPS.
4. In consideration for being permitted access to and use of the Repository and access to, use of and reliance on a Digital Certificate, you agree to do the following prior to relying upon a Digital Certificate:
  - (a) where the Digital Certificate is issued by a third party, verify the Certificate Chain to ensure that the third party is a subordinate Certification Authority and that the Digital Certificate was issued in accordance with the policies set out in the CPS;
  - (b) check the CRL/OSCP to ensure that the Digital Certificate is valid and operational; and
  - (c) take any other steps which would be reasonable to take in the given circumstances.
5. You agree not to use the Digital Certificate for any purpose other than the purpose set out in the relevant section of the Certicom CPS for that particular class and type of Digital Certificate and to comply with the policies and procedures set out in the Certicom CPS.
6. Certicom shall agree to :
  - (a) update the CRL by having Certicom Certicom all revocations of Digital Certificates used for SSL which have been made by Certicom or notified to Certicom by a Subscriber within the 24 hours immediately preceding the time of update in the CRL; and
  - (b) validate information provided by each Subscriber on the relevant enrolment form prior to issuing a Digital Certificate containing that information using the methods set forth in the Certicom CPS.
7. You acknowledge that:
  - (a) the CRL/OSCP does not contain a real time record of all Digital Certificate revocations;
  - (b) the security or integrity of a Private Key which corresponds to a Public Key contained in a Digital Certificate may be compromised due to an act or omission of a third party which has not been authorized by Certicom and agrees that Certicom shall not be liable to you for any losses suffered as a result of such compromise;
  - (c) Certicom relies upon authorization records, government records, third party business databases and domain name services to validate information contained in Digital Certificates and agrees that Certicom shall not be liable for loss suffered by the Relying Party as a result of inaccuracies or deficiencies contained in those records or databases or inaccurate information supplied by providers of domain name services or any other third party; and
  - (d) Certicom performs differing degrees of validation of information in Digital Certificates depending on the level of warranty attached to the Digital Certificate and its intended use

and agrees to take these factors into consideration when deciding whether or not to rely on a Digital Certificate.

8. Certicom reserves the right to amend any section of the Certicom CPS at any time without prior notice to you, including without limitation, the section of the Certicom CPS that sets all the validation procedures for Digital Certificates.
9. The Repository is made on as "as is" and "as available" basis over publicly accessible networks and Certicom is not responsible for any failures in such network that may cause the Repository to be unavailable. Certicom excludes any warranty as to the availability of the Repository and reserves the right to exclude access to or close the Repository without notice at any time.
10. Save as expressly provided under Agreement, all other warranties either expressed or implied shall be waived by the Relying Party to the fullest extent permissible by law.
11. The terms and conditions of the warranty offering shall commence on the date accessed and shall continue in force until terminated by Certicom.
12. Certicom may terminate its obligations with respect to you for convenience at any time and for any reason and may notify you of such termination in accordance with the terms and conditions of this Agreement.
13. If this Agreement is terminated for any reason, then, from the date of termination, you must not :
  - (a) use or access the Repository; or
  - (b) use, access or rely on a Digital Certificate or any service provided by Certicom, and both Certicom's obligations under this Agreement shall cease.
14. Nothing in the agreement shall exclude or limit either party's liability:
  - (a) for death or personal injury resulting from the negligence of such party or its directors, officers, employees, contractors or agents (if any); or
  - (b) in respect of fraud or of any statements made fraudulently by such party.
15. Certicom shall not be liable to you whether in contract (including under any indemnity or warranty), in tort (including negligence), under statute or otherwise for any loss of profit, loss of revenue, loss of anticipated savings, loss or corruption of data, loss of contract or opportunity or loss of goodwill whether that loss is direct, indirect or consequential and if Certicom shall be liable to you in contract (including under any indemnity or warranty), in tort (including negligence), under statute or otherwise, Certicom's maximum liability to you shall be limited to the warranty specified in the Certicom Relying Party Warranty for the type of Digital Certificate being relied upon.
16. The Relying Party acknowledges that limitations on the use of the Digital Certificate and limitations on the value of transactions for which the Digital Certificate can be used are set forth in each Digital Certificate and shall agree that Certicom shall not be liable for any loss incurred (subject to clause 14 above) by you from use of the Digital Certificate which exceeds these limitations.
17. You acknowledge and agree that the limited warranty and limited liability set forth in this Schedule are fundamental terms of the warranty offering and are fair and reasonable having regard to the relationship between the parties and the benefits received by you and obligations imposed on Certicom under this Agreement. They limited warranty is available only where you meet the terms and conditions set forth herein and in the Relying Party Warranty.

18. Certicom shall not be liable for any breach of its obligations under this Agreement resulting from a Force Majeure Event.
19. The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
20. Warranty notices, requests, instructions or other documents to be given to Certicom by you shall be delivered or sent by first class post or by email transmission (such facsimile transmission notice to be confirmed by letter posted within 12 hours) to [CAService@Certicom.com](mailto:CAService@Certicom.com) or to Attn: General Counsel, Certicom Certificate Authority, Certicom Corp., 5520 Explorer Drive, 4<sup>th</sup> Floor, Mississauga, ON L4W 5L1, Canada.
21. Any notice, request, instruction or other document to be given to you shall be posted on Certicom's Repository and shall be deemed to have been served at the time of entry of the notice on the Repository.
22. If any provision of this Agreement (not being of a fundamental nature to its operation) shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
23. This Agreement and all documents referred to herein contain the entire and exclusive agreement and understanding between the parties on the subject matter contained herein and supersedes all prior agreements, understandings and arrangements relating thereto. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to this Agreement except as may be expressly stated in this Agreement.
24. Without prejudice to any liability for fraudulent misrepresentation, no party shall be under any liability or shall have any remedy in respect of misrepresentation or untrue statement unless and to the extent that a claim lies for breach of this Agreement.
25. Neither party may assign or transfer or purport to assign or transfer a right or obligation under this Agreement without first obtaining the other party's written consent.
26. Any variations to this Agreement required by law shall take effect immediately. Certicom shall provide notice of such a variation to you by posting the variation in the Certicom Repository. Certicom may vary any term of this Agreement at any time on the provision of ten (10) Business Days notice to you of the variation.
27. This Agreement and all matters arising from or connected with it, are governed by and shall be construed in accordance with the laws of the state of New York and the parties hereby submit to the exclusive jurisdiction of the Court of Manhattan District, New York, United States.