



Easy Signature Certificate Subscriber Agreement

IDSoft Inc is a registered company with organization VAT No: SE556923875001 within European Union (Sweden).

2013-09-05 Version 04

YOU MUST READ THIS EASY SIGNATURE CERTIFICATE/(ELECTRONIC IDENTIFICATION) SUBSCRIBER AGREEMENT ("AGREEMENT") BEFORE APPLYING FOR, ACCEPTING, OR USING A EASY SIGNATURE CERTIFICATE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE CERTIFICATE. BY ACCEPTING OR USING A CERTIFICATE, YOU AGREE TO BECOME A PARTY TO, AND BE BOUND BY, THESE TERMS. ALL REFERENCES TO "EASY SIGNATURE" IN THIS AGREEMENT SHALL MEAN THE SPECIFIC EASY SIGNATURE ENTITY (IDSOFT INC) SPECIFIED ON THE HOMEPAGE OF THE WEBSITE ON WHICH YOU APPLIED FOR YOUR CERTIFICATE.

IF YOU ARE A CUSTOMER OF A RESELLER (AS DEFINED HEREIN), YOU REPRESENT AND WARRANT THAT YOUR RESELLER IS AUTHORIZED TO APPLY FOR, ACCEPT, INSTALL, MAINTAIN, RENEW, AND, IF NECESSARY, REVOKE THE CERTIFICATE ON YOUR BEHALF. BY AUTHORIZING YOUR RESELLER TO USE YOUR CERTIFICATE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, CONTACT EASY SIGNATURE IMMEDIATELY AT THE TELEPHONE NUMBER SET FORTH IN SECTION 21 BELOW AND EASY SIGNATURE WILL REVOKE THE CERTIFICATE.

IF YOU ARE A RESELLER AND ARE ACTING AS THE AUTHORIZED REPRESENTATIVE OF A CUSTOMER IN APPLYING FOR A CERTIFICATE, YOU REPRESENT AND WARRANT AS SET FORTH IN SECTIONS 8.2 AND 8.3. IF YOU ARE A RESELLER AND ARE APPLYING FOR YOUR OWN CERTIFICATE, THIS AGREEMENT APPLIES TO YOU IN ITS ENTIRETY.



1. Definitions.

"Certification Authority" or "CA" means an entity authorized to issue, suspend, or revoke Certificates. For purposes of this Agreement, CA shall mean Easy Signature or IDSoft Inc. "Certificate Application" means a request to a CA for the issuance of a Certificate. "Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including, but not limited to, registered and unregistered, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

"Relying Party" shall mean an individual or organization that acts in reliance on a Certificate and/or a digital signature.

"Subscriber" means a person, organization, or entity who is the owner of or has the right to Easy signature Software that is the subject of, and has been issued a Certificate, and is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the Certificate at issue.

"Signature Issuer Responsible" or "SIR" is a physical person/subscriber that is able to use the certificate and generate E-identifications for the employee.

"Easy Signature PKI" or "PKI" shall mean the Certificate-based public key infrastructure governed by the Easy Signature PKI certificate policies, which enables the worldwide deployment and use of Certificates by Easy Signature, its affiliates, their respective customers, Subscribers, and Relying Parties.

"ES pro E-identity" is an electronic identity generated by the SIR that enables the employee member to digitally sign documents.

2. Description of the Certificate.

The following applies to Easy Signature Pro Certificate and Easy Signature free certificate. The Certificate for which you have applied on behalf of your organization is a fully-authenticated certificate within the Easy Signature PKI. These Certificates are issued to devices to provide authentication; message, software, and content integrity; and confidentiality encryption.

3. Processing the Certificate Application.

Upon Easy Signature's receipt of the necessary payment and upon completion of authentication procedures required for the Certificate you have selected, Easy Signature will process your Certificate Application. If your Certificate Application is approved, Easy Signature will issue you a Certificate for your use in accordance with this Agreement. After you pick up or otherwise install your Certificate, you must review the



information in it and promptly notify Easy Signature of any errors. Upon receipt of such notice, IDSoft may revoke your Certificate and issue you a corrected Certificate.

4. Use Restrictions.

You are prohibited from using your Certificate (i) for or on behalf of any other organization; (ii) to perform private or public key operations in connection with any domain and/or organization name other than the one you submitted on your Certificate Application; (iii) Issue more e-signatures for employees that is pre-defined in the agreement of certificate. (iv) The Certificate issued to the SIR (Signature Issuer Responsible) (*.EGR) is personal and should not be passed on to other persons. (v) The identity files (*.SIG, *.EGR) shall be kept in a safe place and not be publicly available. (vi) All employees that uses ES-pro for signature shall in writing approve that their ES-pro electronic signature is equivalent to their physical signature. Legal Limitation shall clearly be described. This approval along with the public ES pro E-identity signature file (*.PSI) and the date shall be recorded by SIR and kept in the company archive. (vii) If any password or identity files (*.SIG, *.EGR) is lost. New certificate and ES pro E-identity shall be created, and a record and the date/time and reason of new E-identity shall be recorded by the SIR. (viii) The end-users of ES pro shall not pass on their personal ES E-identity *.SIG or password.

EASY SIGNATURE CONSIDERS THE UNLICENSED USE OF A CERTIFICATE ON A DEVICE THAT RESIDES ABOVE A SERVER OR SERVER FARM PIRACY AND WILL PURSUE VIOLATORS TO THE FULLEST EXTENT OF THE LAW

5. Revocation.

If you discover or have reason to believe there has been a compromise of your private key, or the information within your Certificate is incorrect or has changed, or if your organization name and/or domain name registration has changed, you must immediately notify Easy Signature. Easy Signature retains the right to revoke your Certificate at any time without notice if (i) Easy Signature discovers that the information within your Certificate is no longer valid; (ii) you fail to perform your obligations under the terms of this Agreement; or (iii) in Easy Signature's sole discretion, you have engaged in activities which Easy Signature determines are harmful to the PKI.

6. Obligations Upon Revocation or Expiration.

Upon expiration or notice of revocation of your Certificate, you shall permanently remove your Certificate from all devices on which it is installed and shall not use it for any purpose thereafter.

7. Term of Service.

This Agreement shall remain in effect until your Certificate has expired or is earlier revoked.



8. Representations and Warranties.

8.1 Easy Signature Representations and Warranties.

Easy Signature represents and warrants that (i) there are no errors introduced by Easy Signature in the Certificate information as a result of Easy Signature's failure to use reasonable care in creating the Certificate; (ii) its issuance of Certificates shall comply in all material respects with Easy Signature Policy; and (iii) its revocation services and use of a Repository conform to its Easy Signature Policy in all material aspects.

8.2 Your Representations and Warranties.

You represent and warrant to Easy Signature and Relying Parties that (i) all information material to the issuance of a Certificate you provide to Easy Signature in your Certificate Application is accurate; (ii) you will inform Easy Signature if the representations you made to Easy Signature in your Certificate Application changed or are no longer valid; (iii) the Certificate information you provided (including your e-mail address) does not infringe the Intellectual Property Rights of any third party; (iv) the Certificate information you provided (including your email address) has not been and will not be used for any unlawful purpose; (v) you have been (since the time of its creation) and will remain the only person possessing your private key, or any challenge phrase, PIN, software, or hardware mechanism protecting the private key, and no unauthorized person has had or will have access to such materials or information; (vi) you will use your Certificate exclusively for authorized and legal purposes consistent with this Agreement; (vii) you will use your Certificate as an end user and not as a Certification Authority to issue Certificates, certification revocation lists, or otherwise; (viii) each digital signature created using your private key is the Subscriber's digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created; (ix) you manifest assent to this Agreement as a condition of obtaining a Certificate; and (x) you will not monitor, interfere with, or reverse engineer (save to the extent that you cannot be prohibited from so doing under applicable law) the technical implementation of the PKI, except with the prior written approval from Easy Signature, and shall not otherwise intentionally compromise the security of the PKI. You further represent and warrant that you have sufficient information to make an informed decision as to the extent to which you choose to rely on a digital certificate issued within the PKI, that you are solely responsible for deciding whether or not to rely on such information, and that you shall bear the legal consequences of your failure to perform any obligation you might have as a Relying Party under the applicable Relying Party Agreement.



9. Fees and Payment Terms.

As consideration for the Certificate you have purchased, you shall pay Easy Signature the applicable service fees set forth on our website at the time of your selection, or, if applicable, upon receipt of an invoice from Easy Signature. All fees are due immediately and are non-refundable, except as otherwise stated below. All taxes, duties, fees and other governmental charges of any kind (including sales, services, use, and value-added taxes, but excluding taxes based on the net income of Easy Signature) which are imposed by or under the authority of any government on the service fees charged herein shall be borne by you and shall not be considered a part of, a deduction from or an offset against such service fees. All payments due to Easy Signature shall be made without any deduction or withholding on account of any tax, duty, charge, penalty, or otherwise except as required by law in which case the sum payable by you in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, Easy Signature receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required.

10. Refund Policy.

Easy Signature shall provide refunds pursuant to its Refund Policy published on its web site.

11. Proprietary Rights.

You acknowledge that Easy Signature and its licensors retain all Intellectual Property Rights and title in and to all of their confidential information or other proprietary information, products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the services provided by Easy Signature hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing, "Easy Signature Works"). The Easy Signature Works do not include your pre-existing hardware, software, or networks. Except as otherwise expressly provided herein, nothing in this Agreement shall create any right of ownership or license in and to the other party's Intellectual Property Rights, and each party shall continue to independently own and maintain its Intellectual Property Rights.

12. Modifications to Subscriber Agreement.

Easy Signature may (i) revise the terms of this Agreement; and/or (ii) change part of the services provided herein at any time. Any such change will be binding and effective thirty (30) days after publication of the change on Easy Signature's websites, or upon notification to you by e-mail. If you do not agree with the change, you may terminate this Agreement at any time by notifying Easy Signature and requesting a partial refund of fees paid, prorated from the date of termination to the end of the service period. By continuing



to use Easy Signature services after such change, you agree to abide by and be bound thereby.

13. Privacy.

Easy Signature will treat and process the data you provide in your Certificate Application in accordance with the Easy Signature Privacy Policy, as amended from time to time and accessible from the home page of the website from which you enrolled for your Certificate. Easy Signature may place in your Certificate information that you provide in your Certificate Application. Easy Signature may also (i) publish your Certificate and information about its status in the Repository; and (ii) use such information for the purposes set out in this Agreement and in the Easy Signature Privacy Policy.

14. Disclaimers of Warranties.

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES CONTAINED IN SECTION 8, EASY SIGNATURE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION OF CUSTOMER REQUIREMENTS, NONINFRINGEMENT, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN REPRESENTATIONS, WARRANTIES OR GUARANTEES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

15. Indemnity.

You agree to indemnify, defend and hold harmless Easy Signature, its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorney's fees and expenses) arising from (i) the breach of any of your warranties, representations and obligations under this Subscriber Agreement, (ii) any falsehoods or misrepresentations of fact you make on the Certificate Application, (iii) any infringement of an Intellectual Property Right of any person or entity in information or content provided by you, (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, or (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 Agreement. Easy Signature shall promptly notify you of any such claim, and you shall bear full responsibility for the defense of such claim (including any settlements); provided however, that (a) you keep Easy Signature informed of, and consult with Easy Signature in connection with the progress of such litigation or settlement; (b) you shall not have any right, without Easy Signature's written consent, which consent shall not be unreasonably withhold, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgement



of, any liability or wrongdoing (whether in contract, tort, or otherwise) on the part of Easy Signature, or requires any specific performance or non-pecuniary remedy by Easy Signature; and (c) Easy Signature shall have the right to participate in the defense of a claim with counsel of its choice at its own expense. The terms of this Section 15 will survive any termination of this Agreement. As a Relying Party, you agree to indemnify, defend and hold harmless Easy Signature, its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorney's fees and expenses) arising from (i) your failure to perform the obligations of a Relying Party as set forth in the applicable Relying Party Agreement; (ii) your reliance on a Certificate that is not reasonable under the circumstances; or (iii) your failure to check the status of such Certificate to determine whether the certificate is expired or revoked.

16. Limitations of Liability.

16.1 THE MOST THAT EASY SIGNATURE MUST PAY YOU IS THE AMOUNT DETERMINED UNDER THE PLAN. THE LIMITATIONS ON DAMAGES AND PAYMENTS IN THIS SECTION 16.1 DO NOT APPLY TO REFUND PAYMENTS.

16.2 THIS SECTION 16.2 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 SEPARATE FROM A REQUEST FOR PAYMENT UNDER THE GEOSURE PROTECTION PLAN RELATING TO SERVICES PROVIDED UNDER THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EASY SIGNATURE SHALL NOT BE LIABLE FOR (I) ANY LOSS OF PROFIT, BUSINESS, CONTRACTS, REVENUE OR ANTICIPATED SAVINGS, OR (II) ANY INDIRECT OR CONSEQUENTIAL LOSS. EASY SIGNATURE'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY YOU AND ANY THIRD PARTY FOR ANY USE OR RELIANCE ON A CERTIFICATE SHALL BE LIMITED, IN THE AGGREGATE, TO TEN THOUSAND U.S. DOLLARS (US\$10,000) OR THE EQUIVALENT IN LOCAL CURRENCY. THE LIABILITY LIMITATIONS PROVIDED IN THIS SECTION 16.2 SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE. THIS SECTION IN CASES OF PERSONAL INJURY OR DEATH ARISING FROM EASY SIGNATURE'S NEGLIGENCE OR TO ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW (INCLUDING MANDATORY LAWS OF ANY APPLICABLE JURISDICTION). TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN LIABILITY LIMITATIONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.



17. Force Majeure.

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 (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this Section 17 (i) gives prompt written notice thereof; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.

18. Compliance with Law, Export Requirements, and Foreign Reshipment Liability.

Both parties shall comply with all applicable federal, state and local laws, regulations, and export requirements in connection with their obligations under this Agreement. Regardless of any disclosure you make to Easy Signature of an ultimate destination of any service component acquired from Easy Signature and, notwithstanding anything contained in this Agreement to the contrary, you will not modify, export, or re-export, either directly or indirectly, any technical data provided by Easy Signature without first obtaining any and all necessary licenses from the United States government or agencies thereof or any other country that requires an export license or other governmental approval at the time of modification, export, or re-export. Easy Signature shall have the right to suspend performance of any of its obligations under this Agreement, without any prior notice being required and without any liability to you, if you fail to comply with this provision.

19. Severability.

If any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

20. Assignment.

Except as stated otherwise, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights herein, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at Easy Signature's option. Easy Signature may assign and subcontract its obligations under this Agreement to an entity which directly or indirectly controls, is controlled by, or is under common control with IDSoft Inc.



21. Notices and Communications.

You will make all notices, demands or requests to Easy Signature (IDSoft Inc) with respect to this Agreement in writing to the "Contact" address listed on the website from where you purchased your Certificate or call +46 (0) 736 38 3646.

Please notice that our office is in Sweden (UTC/GMT +1 hour). Our office is open Monday to Friday 10:00 to 19:00 Swedish time.

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