

The Dubai PKI Subscriber Agreement

Subscriber Agreement

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This Subscriber Agreement ("Agreement") is effective as of the date of certificate application (the "Effective Date") between DESC, and the applicant receiving the certificate ("Subscriber").

As from the Effective Date and for the validly period of any provided certificate, The Subscriber seeks to have a Certificate from DESC in accordance with international standards for identification and verification purposes. Accordingly, the Subscriber requires the Services (as defined in Clause 1.1 below) and DESC has agreed to provide the Services in accordance with the terms and conditions of this Agreement.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

AED	means dirhams, the lawful currency of the United Arab Emirates;
Agreement	means this subscription agreement for eSeal services to be delivered by DESC;
Business Day	means a day, excluding Saturday, Sunday and public holidays, during which DESC's offices are open for business in Dubai, United Arab Emirates;
Certificate	means an electronic document that uses a digital signature to connect a public key with an identity (person or organization) and, at least, states a name or identifies the issuing certificate authority, identifies the Subscriber, contains the Subscriber's public key, identifies the Certificate's validity period, contains a Certificate serial number, and contains a digital signature of the issuing certificate authority;
Confidential Information	means any information or document in whatever form or format belonging to, in the possession of, under the control of, in the knowledge of, or howsoever related to the Disclosing Party, which has been disclosed or made available, directly or indirectly, to the Receiving Party in any manner, which is (i) confidential and proprietary in nature, or (ii) which has been designated as confidential by the Disclosing Party, or (iii) the unauthorised disclosure of which would, or would be likely to, prejudice the interests of the Disclosing Party, and this includes all Intellectual Property Rights, trade secrets, know-how, all personal and sensitive data and all discussions, negotiations and services provided or to be provided relating wholly or partly to the Services, this Agreement or the affairs of the Disclosing Party;
CP and CPS Documents	means, as the context requires, each of, and collectively, the following Certification Policy (CP) and Certificate Practice

Statement (**CPS**), titled as indicated and noting that such documents are, in general, updated on an annual basis:

(i) 'Dubai Root CA, Certification Policy and Certificate Practice Statement' (**Dubai Root CP and CPS**), as amended from time to time and in any event the latest version;

(ii) 'Corporate CA, Certification Practice Statement' (**Corporate CA CPS**), as amended from time to time and in any event the latest version; and

(iii) 'DESC Subordinate CAs, Certificate Policy' (**Corporate Subordinate CAs CP**), as amended from time to time and in any event the latest version;

CRL	has the meaning ascribed to it in Schedule 1(A);
Disclosing Party	has the meaning ascribed to it in Clause 8.1;
Fees	means the fees for the Services as set out in Schedule 2(A);
Force Majeure Event	means any event or condition beyond the reasonable control of the affected Party, which arises after the date of this Agreement and prevents its proper performance of its obligations under this Agreement (but not arising as a result of its own fault or negligence) including (i) war, revolution, riot, terrorism or civil commotion; (ii) radiation or contamination by radioactivity from any nuclear waste or any other hazardous properties or chemicals; (iii) interruption or failure of utility service including electricity, gas or water; (iv) natural catastrophe including earthquakes, floods, fire, tsunamis, adverse weather, pandemics or serious epidemics; (v) criminal damage, sabotage, blockade, embargo, strike, lock out or other industrial disturbances or trade dispute; and (vi) governmental action or decision of any nature whatsoever which materially and adversely affects the legal position of a Party to continue with its obligations under this Agreement; but, for the avoidance of doubt, shall exclude circumstances arising from economic downturn or inability to make payment;
Good Industry Practice	means the practices, methods and procedures and that reasonable degree of skill, diligence, prudence and foresight which would reasonably be expected to be observed by DESC in providing the Services;
Intellectual Property Rights	means any current or future intellectual property rights including (i) copyright, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world from time to time;
OCSP	has the meaning ascribed to it in Schedule 1(A);

Receiving Party	has the meaning ascribed to it in Clause 8.1;
Services	means those services set out in Schedule 1(A); and
Term	has the meaning ascribed to it in Clause 3.

1.2 In this Agreement:

- (a) references to a person or party include an individual, a body corporate, a partnership and an unincorporated association of persons;
- (b) references to a Party to this Agreement include references to the successors or assigns (immediate or otherwise) of that Party;
- (c) references to **day** or **days** means a twenty-four (24) hour day including Saturday, Sunday and public holidays;
- (d) the headings do not affect its interpretation;
- (e) the schedules form part of it and any reference to **Clause** or **Schedule** means a clause or schedule to this Agreement respectively;
- (f) the words **include** and **including** shall mean including without limitation; and
- (g) if there is any conflict or inconsistency between a term in the main part of this Agreement and a term in any Schedule or other documents referred to or otherwise incorporated into this Agreement, the term in the main part of this Agreement shall prevail to the extent of the conflict or inconsistency. If there is any conflict or inconsistency between the terms of any of the Schedules, then the earlier Schedule prevails over the later Schedule to the extent of any such inconsistency. For the avoidance of doubt, in the event of conflict or inconsistency between the terms of this Agreement and the terms of the CP and CPS Documents, the terms of this Agreement shall prevail.

1.3 Clauses 1.1 and 1.2 apply unless expressly defined or set out otherwise

2 APPOINTMENT

Starting from the Effective Date, the Subscriber appoints DESC to provide the Services and DESC hereby accepts the appointment in accordance with the terms and conditions of this Agreement.

3 TERM

This Agreement shall commence on the Effective Date and shall continue and remain in full force and effect until completion of the Services as determined by DESC in its sole discretion (the **Term**), unless terminated earlier in accordance with the provisions of this Agreement or as otherwise agreed by the Parties in writing.

4 UNDERTAKINGS BY THE SUBSCRIBER

The Subscriber represents, warrants and undertakes to DESC that:

- (a) this Agreement has been duly authorised and upon execution will constitute a valid and legally binding agreement of the Subscriber enforceable against it in accordance with its terms;
- (b) it is not aware of any insolvency or winding-up orders made against it, nor of any threatened or pending insolvency or winding-up proceedings instituted against it and there is no action, suit or proceeding or official investigation before or by any relevant authorities, arbitral tribunal or other body pending or, threatened against or affecting it or any of its properties, rights or assets, which could reasonably be expected to result in a material adverse effect on its ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement;
- (c) it is not bound by any agreement with any third party which is inconsistent or may adversely affect its ability to carry out its obligations under this Agreement;
- (d) none of the information furnished or to be furnished by it to DESC contains any untrue or inaccurate information or omits to state any fact the omission of which makes any such information to be misleading, and it is not aware of any material facts or circumstances that have not been disclosed to DESC which might, if disclosed, adversely affect the decision of DESC to enter into this Agreement;
- (e) it will not, nor will its personnel or representatives, accept or give any illegal or improper commission, gift, financial benefit or inducement from or to any person or party in connection with the Services or this Agreement and will ensure that its personnel and representatives will not accept or give any such commission, gift, benefit or inducement, and will immediately give DESC details of any such commission, gift, benefit or inducement which may be offered to, received from or requested by any party;
- (f) it recognises the goodwill attached to DESC and the Services and will not knowingly or negligently take or do any action or permit or suffer any action that would be detrimental to the goodwill associated with DESC and the Services or create unfavourable publicity or bring disrepute to DESC, the Services or any other products or services of DESC. It undertakes to fully protect the goodwill, reputation and image of DESC at all times in relation to this Agreement;

- (g) it will at all times comply with the requirements, protocols and standards set out in the CP and CPS Documents, including the provisions in respect of exclusive control, data accuracy, certificate acceptance, certificate use, notification and revocation, and delegation of certificate use;
- (h) it will provide, from the Effective Date, its continuing consent for DESC to publish the serial number of the Subscriber's certificate in connection with dissemination of CRLs and possible OCSP within the 'Dubai PKI Hierarchy' operated by DESC;
- (i) it will only use the issued Subscriber's certificate for communications and transactions defined in the CP and this Agreement. The Subscriber may not, under any circumstances, use the issued Certificate for any purpose other than those expressly permitted by this Agreement and the applicable CP and CPS; and
- (j) it will comply with the role, responsibilities and requirements of the Subscriber as set out in Schedule 3.

5 NO REPRESENTATION

5.1 DESC makes no representation or warranty, express or implied, as to:

- (a) the accuracy, reliability or completeness (or otherwise) of any information or documents supplied to the Subscriber; and
- (b) the quality or fitness for purpose of the Services or of the non-infringement of any third-party rights.

5.2 Nothing in this Agreement shall be construed or implied as obliging DESC to disclose any specific type of information to the Subscriber.

6 PAYMENT

The Subscriber shall pay DESC the Fees, if any, as provided in Schedule 2(A) in accordance with the invoicing and payment terms set out in Schedule 2(B).

7 INTELLECTUAL PROPERTY RIGHTS

- (a) Each Party acknowledges and agrees that all Intellectual Property Rights of the other Party and every other right, title and interest in and to all data, materials, equipment, products, services, concepts, techniques, methodologies, ideas and information, in whatever form and however recorded, (including images and data) which may have been provided or made available to the first mentioned Party and/or utilised by the first mentioned Party in connection with this Agreement shall remain the sole property of that other Party and the first mentioned Party shall acquire no right, interest in or license to such property or any right to use such property other than as provided in this Agreement. The first mentioned Party further undertakes not to infringe the Intellectual Property Rights of that other Party in respect of any of the foregoing, and shall comply with all applicable laws and the directions of that other Party relating to the foregoing, and shall ensure that its personnel and representatives refrain from any unauthorized use of, access to or disclosure of the foregoing.
- (b) DESC shall only use or make reference to the Subscriber's name, insignia and logo for the purposes of providing and marketing the Services and for any other purpose approved by the Subscriber in writing in advance. The Subscriber shall only use or make reference to DESC's name, insignia or logo and to the Services for the purposes of receiving and marketing the Services, and for any other purpose approved by DESC in writing in advance.
- (c) All Intellectual Property Rights ,data, properties, materials and methodologies In consideration of this Service Agreement, shall belong exclusively to DESC and shall not be used Without the express written consent of DESC
- (d) This Clause 7 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

8 CONFIDENTIALITY

8.1 Each Party (the Receiving Party) acknowledges that it may be furnished with, receive, or otherwise have access to Confidential Information of the other Party (the Disclosing Party) pursuant to this Agreement. The Receiving Party undertakes, for the benefit of the Disclosing Party to treat as confidential all Confidential Information of the Disclosing Party.

8.2 Except as expressly provided herein, the Receiving Party will:

- (a) not use the Confidential Information of the Disclosing Party for any purpose other than the fulfilment of its obligations under this Agreement;
- (b) not disclose the Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party;
- (c) not make any copies of the Confidential Information of the Disclosing Party without the Disclosing Party's prior consent; and

(d) protect and treat all Confidential Information of the Disclosing Party with the same degree of care as it uses to protect its own Confidential Information or information of like importance, but in no event with less than reasonable care.

8.3 The Receiving Party may disclose the Confidential Information of the Disclosing Party to its personnel, representatives and/or subcontractors on a strictly need-to-know basis only. The Receiving Party shall ensure that each of such personnel, representatives and subcontractors are bound by confidentiality undertaking similar to this Clause 8 prior to any Confidential Information of the Disclosing Party being disclosed to them.

8.4 The Receiving Party shall immediately notify the Disclosing Party of any loss or unauthorized disclosure or use of any the Confidential Information of the Disclosing Party that comes to its attention.

8.5 This Clause 8 shall not apply to any information which:

- (a) at the time of its disclosure is in, or subsequently comes into the public domain, except through the breach of any of the undertakings set out in this Agreement;
- (b) is lawfully received by, is already in the lawful possession of or subsequently comes lawfully into the possession of a Party from a third party who does not owe and is not under any obligation to keep the information confidential;
- (c) is independently developed by that Party without reference to the Confidential Information of the Disclosing Party;
or
- (d) is required to be disclosed by law, pursuant to legal process or by any governmental or competent regulatory authority, provided that, to the extent permitted by law, the Receiving Party shall immediately notify the Disclosing Party of such requirement and consult and take into account reasonable requests of the Disclosing Party in relation to the form, timing, content and purpose of the required disclosure.

8.6 This Clause 8 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

9 PRIVACY, PERSONAL INFORMATION AND INFORMATION SECURITY

The terms defined in the CP and CPS Documents for privacy, personal information and information security shall apply.

10 FORCE MAJEURE

10.1 Neither Party will be in breach of its obligations under this Agreement if it is unable to perform or fulfil any of its obligations hereunder as a result of the occurrence of a Force Majeure Event.

10.2 If any Force Majeure Event occurs which renders a Party unable to perform or complete its obligations under this Agreement, the Party so affected shall immediately notify the other in writing of the occurrence of any Force Majeure Event giving full details thereof and the measures being taken by the Party so affected to mitigate the impact of such a Force Majeure Event on its obligations under the Agreement and subsequently the cessation of such Force Majeure Event.

10.3 Provided that a notice under Clause 10.2 has been issued and the Party affected by the Force Majeure Event has taken reasonable precautions and actions to mitigate the effects of such Force Majeure Event, the Party affected by the Force Majeure Event shall not be liable for any delay in performing its obligation under this Agreement to the extent that such delay has been caused by one or more Force Majeure Event.

10.4 If a Force Majeure Event has occurred and either Party reasonably considers such Force Majeure Event applicable to it to be of such severity or to be continuing for a period of more than three (3) months (or any other period mutually agreed by the Parties in writing) then the Parties may mutually agree to terminate this Agreement. If either Party does not agree that a Force Majeure Event has occurred, then the dispute shall be dealt with pursuant to Clause 15.

10.5 If this Agreement is terminated pursuant to Clause 10.4, all rights and obligations hereunder shall forthwith terminate and neither Party shall have any claim against each other save and except for obligations which have already accrued, for any antecedent breach and any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination.

11 TERMINATION

11.1 DESC shall be entitled to terminate this Agreement, whether with or without cause, at any time on giving the Subscriber not less than thirty (30) days prior written notice of termination under the circumstances mentioned and applicable in Schedule 3 under (iv) Notification and Revocation.

11.2 A Party shall have the right, without prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the other Party:

- (a) if that other Party is in material breach of any of its obligations under this Agreement and either that breach is incapable of remedy or, where such breach is capable of being remedied, the other Party shall have failed to

remedy that breach within five (5) Business Days of receiving written notice requiring it to remedy that breach; or

- (b) if that other Party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction in the event of debt performance) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other Party or the other Party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction.

11.3 Without prejudice to Clause 11.2, DESC shall have the option to immediately delay, block, suspend or refuse to provide the Services without prior notice to the Subscriber in the event of any breach by the Subscriber of any provision of this Agreement or for any security related reason affecting or which may affect the Services. In such event, DESC shall not be liable to the Subscriber for any loss or damage suffered or incurred by the Subscriber or any third party as a result of such delay, blocking, suspension or refusal.

11.4 Upon the expiry or termination of this Agreement, the Subscriber shall pay to DESC any outstanding Fees relating to the Services properly and satisfactorily carried out prior to the expiry or the effective date of termination.

11.5 Under no circumstances shall any Party be liable to the other Party for any indirect or consequential loss (including loss of goodwill, loss of profit, loss of any contract, loss of opportunity, loss of anticipated profits, revenue or costs of capital) as a result of expiry or termination of this Agreement.

11.6 Upon expiry or termination, as the case may be, of this Agreement, the Receiving Party shall, without limitation, promptly deliver to the Disclosing Party, or, if instructed by the Disclosing Party, thoroughly destroy, and permanently erase the Confidential Information of the Disclosing Party and any other materials relating to the business of the Disclosing Party that are in the Receiving Party's possession or control. The Receiving Party must also use its best efforts to ensure that anyone to whom it has supplied any Confidential Information of the Disclosing Party returns, destroys or permanently erases (to the extent technically practicable) such Confidential Information and any copies made thereof. No copies of the foregoing items may be retained by the Receiving Party, except as required by applicable law or by any competent judicial, governmental, supervisory or regulatory body. The Receiving Party shall subsequently issue a written

confirmation in the format acceptable to the Disclosing Party certifying that the provisions hereof have been complied with fully.

11.7 In addition, upon expiry or termination, as the case may be, of this Agreement, neither Party will in any way exhibit any links or display any information or make any representation that would lead any person to believe that the Parties are linked, associated or related in any manner, in relation to the Services or otherwise.

11.8 Any expiry or termination of this Agreement shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after expiry or termination of this Agreement.

11.9 The Parties acknowledge and agree that each Party's entitlement to terminate this Agreement pursuant to this Clause 11 is in accordance with the meaning of "consent" and "mutual consent" under the UAE Civil Code (Federal Law No. 5 of 1985) including Article 267 of that law, and that a court order will not be required to give effect to any termination of this Agreement under this Clause 11.

12 LIABILITY AND INDEMNITY

12.1 The Subscriber shall defend, indemnify and hold harmless DESC its personnel and representatives (the Indemnified Persons) from and against any and all claims, damages, liabilities, losses (including any loss of, or damage to any property) and expenses of any kind whatsoever (including the costs in connection with defending against any of the foregoing or in enforcing this indemnity) suffered or incurred by the Indemnified Persons arising from or in connection with any wilful or negligent act or omission by the Subscriber, its personnel or representatives and/or any breach by the Subscriber of this Agreement or applicable laws or arising directly or indirectly out of the performance by the Subscriber of its obligations under this Agreement.

12.2 In the event that any claim is made or an action filed pursuant to Clause 12.1 above, the Subscriber shall immediately (in any event no later than three (3) Business Days from the day it becomes aware of such claim or action) notify DESC in writing of such claim or action together with the relevant details (in any event no later than three (3) Business Days from the day of it being requested by DESC) and shall not settle any such matter without first consulting DESC.

12.3 DESC shall not be liable to the Subscriber for any loss or damage sustained by reason of any failure in or breakdown of DESC's communications systems, network or facilities or for any interruption, suspension or termination of the Services due to the act or omission of a third party or for any other reason beyond DESC's control. DESC shall take the necessary action to notify the Subscriber on occurrence of any of the foregoing.

12.4 The Subscriber shall take the necessary actions to rectify any problem or fault with the Subscriber's network, equipment, facilities and services and provide relevant cooperation to DESC to rectify any such problem which affects

or may affect the Services. For the avoidance of doubt, DESC is not responsible for rectifying any fault in connection to the Services where the fault is caused by a third party or third party's network, equipment, facilities or services or for any other reason beyond DESC's control.

12.5 This Clause 12 shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

13 ASSIGNMENT AND SUB- CONTRACTING

13.1 The Subscriber may not assign, subcontract, transfer, create a charge over or otherwise dispose of any of its rights or obligations under this Agreement without the prior written approval of DESC.

13.2 Notwithstanding any approval from DESC of any assignment or subcontract arrangement entered into by the Subscriber in respect of this Agreement, the Subscriber shall nonetheless continue to be liable for the performance of all obligations stipulated in this Agreement.

13.3 Nothing in this Agreement shall prevent or restrict DESC from assigning, subcontracting, transferring, creating a charge over or otherwise disposing of any of its rights or obligations under this Agreement.

14 NOTICES

14.1 Any notice or document to be served under this Agreement shall be:

- (a) in writing;
- (b) delivered by facsimile or email.

14.2 A notice shall be effective upon receipt and shall be deemed to have been received:

- (a) if delivered by hand, at the time of delivery;
- (b) if by registered post or courier, within two (2) Business Days from the date of sending provided the envelope was properly addressed and sent; or

(c) if by facsimile or email, at the time of transmission in legible form, with the receipt of a transmission confirmation slip indicating that the notice has been properly despatched and transmitted successfully to the recipient's valid facsimile number or email address,

but if the delivery or receipt is on a day which is not a Business Day or if after 2.30 pm (recipient's time) it is deemed to be given at 9.00 am on the next Business Day.

15 GOVERNING LAW AND DISPUTE RESOLUTION

15.1 This Agreement and the relationship between the Parties shall be governed by, and construed in accordance with, the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates.

15.2 If any dispute or grievance arises out of or in connection with this Agreement, each Party agrees that the dispute or grievance will be notified in writing to the other Party and discussed between the parties' Representatives who have the authority to settle the dispute.

15.3 If the representatives cannot agree and are unable to resolve the dispute by direct good faith negotiation within fifteen (15) days from the date such a dispute was raised by a Party and communicated to the other Party in writing (or any other period mutually agreed between the Parties), the dispute shall be referred to senior management of each Party. If senior management of each Party cannot agree and are unable to resolve the dispute by direct good faith negotiation within fifteen (15) days from the date such a dispute was referred to them (or any other period mutually agreed between the Parties), the dispute shall be referred to and finally settled in the Dubai Courts as established by Law No. (3) of 1992 (the **Dubai Courts**). The Parties agree unconditionally and irrevocably that the Dubai Courts shall have exclusive jurisdiction to settle any disputes, which may arise out of or in connection with this Agreement.

16 GENERAL

16.1 No Partnership or Agency

Nothing contained in this Agreement shall constitute or be deemed to constitute a relationship of agency, partnership or joint venture between the Parties and none of the Parties shall have any authority to represent, bind or commit the other Party in any manner or to incur expenditure in the name or for the account of the other Party unless otherwise agreed in writing.

16.2 Non-Solicitation

The Subscriber shall not solicit the personnel or representatives of DESC for any purpose without the prior written approval from DESC.

16.3 Waiver

No failure of any Party to exercise and no delay by it in exercising any right, power or remedy in connection with this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right. The rights provided in this Agreement may be exercised as often as necessary, are cumulative and are not exclusive of any other rights (whether provided by law or otherwise). Any express waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach. A waiver of any right must be specific and in writing.

16.4 Amendments

Any amendment of this Agreement shall not be binding on the Parties unless set out in writing, expressed to amend this Agreement and signed by the authorised signatories of the Parties.

16.5 Severability

If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of this Agreement or the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement. The Parties shall use all reasonable endeavours to replace any provision held to be illegal, invalid or unenforceable with a legal, valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid provision.

16.6 Further Assurance

Each Party undertakes, at its own cost, to sign all documents and to do all other acts, which may be necessary to give full effect to this Agreement.

16.7 Costs

Each Party shall pay the costs and expenses incurred by it in connection with the entering into of this Agreement.

16.8 Language

Any notice or document to be provided in connection with this Agreement must be in Arabic or accompanied by a certified Arabic translation, unless otherwise agreed by the Parties. The supported language of any Services set forth in Schedule 1 of this Agreement is English or as mutually agreed by the Parties.

16.9 Third Party Rights

Except as expressly stated herein, a person who is not a party to this Agreement may not enforce any of its terms.

16.10 Entire Agreement

- (a) This Agreement and the documents referred to in it contain the whole agreement between the Parties relating to the transactions contemplated by this Agreement and supersede all previous written or verbal agreements between the Parties relating to those transactions.
- (b) Subject to Clause 16.10(c), each Party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this Agreement and the documents referred to in it) made by or on behalf of any other Party before the date of this Agreement. Each Party waives all rights and remedies which, but for this Clause 16.10(b), might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.
- (c) Nothing in Clause 16.10 limits or excludes any liability for fraud.

16.11 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Party may enter into this Agreement by executing any such counterpart.

SCHEDULE 1

(A) SERVICES

The Services, as set out in the 'high level' descriptions which follow, shall be delivered by DESC in accordance with the CP and CPS Documents.

DESC shall provide (i) 'Online Certificate Status Protocol' (**OCSP**) services and responses, (ii) certificate 'Issuing Authority' details relevant to the issued certificate, and (iii) 'Certificate Revocation Lists' (**CRL**).

DESC will revoke the certificate(s) issued to the Subscriber if any of the following events occur:

- The Subscriber requests revocation of the certificate through a means described in the CP and CPS of the issuing Certification Authority (**CA**);
- DESC obtaining any evidence that the Subscriber's 'Private Key' (corresponding to the 'Public Key' in the certificate) has been compromised (for example, it was created using a 'weak' algorithm), or that the certificate has otherwise been misused;
- DESC receives notice or otherwise becomes aware that a Subscriber violates any of its obligations under this agreement;
- DESC receives notice or otherwise becomes aware that a Subscriber uses the certificate for criminal activities (such as phishing attacks, fraud, certifying or signing malware, or any other similar activity);
- DESC receives notice or otherwise becomes aware that a court or arbitrator has revoked a Subscriber's right to use any of the elements within the "Subject" or "Subject Alternative Name" of the certificate, or that the Subscriber has failed to renew or maintain control of any of those elements;
- DESC receives notice or otherwise becomes aware of a material change in the information contained in the certificate;
- A determination, in DESC's sole discretion, that the certificate was not issued according to best practice or any of its own policies, including the CP and CPS Documents;
- If DESC determines or is notified that any of the information appearing in the certificate is not accurate;
- DESC ceases operations for any reason and has not arranged for another CA to provide revocation support for the certificate; and/or
- DESC's 'Private Key' for the relevant issuing CA certificate is compromised.

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(B) INTERPRETATION

Certificate Application means a request to a CA for the issuance of a Certificate.

Certification Authority or CA means an entity authorized to issue, suspend, or revoke Certificates.

The Dubai PKI Root CA mean the top authority in The Dubai Public Key Infrastructure (PKI) with regard to the digital certification services. **The Dubai PKI Root CA** signs **DESC Subordinate CAs**, which come at the second level of the PKI hierarchy. In addition, the Root CA also signs subordinate CAs belonging to authorized government or private sector entities.

The Corporate Certification Authority (Corporate CA) means the certification authority that issues certificates for Government entities, Citizens, and Residents in addition to OCSP response signing certificates.

The Devices Certification Authority (Devices CA) means the certification authority that issues certificates for IT systems and infrastructure devices and other devices belong to Government entities in addition to OCSP response signing certificates and Dubai PKI signature verification service.

DESC Subordinate CAs means the Corporate and Devices CAs, which come at the second level of the Dubai Public Key Infrastructure (PKI) hierarchy. **DESC Subordinate CAs** are owned by DESC

For the avoidance of doubt, capitalised terms which appear in this Schedule 1(A), and which are not defined in Clause 1.1 of this Agreement or in the above description of Services, shall have the meaning ascribed in the CP and CPS Documents.

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SCHEDULE 2

(A) FEES

(B) PAYMENT TERMS

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SCHEDULE 3

1. Roles, responsibilities and requirements of the Subscriber

(i) Registration

To request a certificate from DESC, the Subscriber must:

- Apply in person at DESC Registration Authority or have undergone the identification and authentication procedure;
- Submit a completed Application;
- Attest to the truthfulness and accuracy of all information provided in the Application; and
- Accept and agree to the terms and conditions of this Subscriber Agreement and the applicable CA CP.

(ii) Appropriate usage of Certificates

Subscriber must:

- Secure the private key and take reasonable and necessary precautions to prevent loss, disclosure, modification, or unauthorized use of the private key. This includes any activation data that is used to control access to the Subscriber's private key;
- Use the Certificate only for its intended uses as specified by the CP;
- Notify DESC and SDG in the event of a key compromise immediately whenever the Subscriber has reason to believe that the Subscriber's private key has been lost, accessed by another individual, or compromised in any other manner;
- Use the Certificate in a way that does not violate applicable laws in the United Arab Emirates; and
- Upon termination of this Agreement, revocation or expiration of the Certificate, immediately cease use of the Certificate.

(iii) Key Generation and management

The Subscriber shall use trustworthy systems and methods in order to generate 'public-private key pairs' and fulfil the requirements specified in the CP and CPS, including but not limited to the following:

- A key length and algorithm must be used which is recognized as being fit for the subject certificate as defined in section 6.1.5 "Key sizes" of the CPS;
- Generate the 'private key' as being fit for the subject certificate as defined in section 6.1.1.2 "Subscriber key pair generation" of the CPS;
- Ensure that the 'Public Key' submitted to DESC corresponds to the 'Private Key' generated;
- Exercise appropriate and reasonable care to avoid unauthorized use of its 'Private Key';
- Maintains necessary measures to maintain sole control, keep confidential, and properly protect at all times the 'Private Key' that corresponds to the 'Public Key' to be included in the requested certificate.

For Code Signing Certificates, the Subscriber agrees to use one of the following options to generate and protect their Code Signing Certificate Private Keys in a Hardware Crypto Module with a unit design form factor certified as conforming to at least FIPS 140-2 Level 2 or Common Criteria EAL 4+:

- A Hardware Crypto Module meeting the specified requirement;
- A cloud-base key generation and protection solution with the following requirements:
 - Key creation, storage, and usage of Private Key must remain within the security boundaries of the cloud solution's Hardware Crypto Module that conforms to the specified requirements;
 - Subscription at the level that manages the Private Key must be configured to log all access, operations, and configuration changes on the resources securing the Private Key.
- A Hardware Crypto Module provided by DESC.

(iv) Certificate acceptance

The Subscriber shall not deploy the certificate until it has reviewed and verified the accuracy of the data incorporated into the certificate.

(v) Data Accuracy

The Subscriber shall provide accurate and complete information when requesting a certificate. The Subscriber shall refrain from submitting to DESC any material that contains statements that violate any law or the rights of any party. This includes no misleading information within the Subject:organization attribute (if that attribute is to be included in the certificate).

(vi) Proper usage of the Certificate

Subscriber shall indemnify and hold DESC harmless from and against any and all damages (including legal fees), losses, lawsuits, claims or actions arising out of:

- Use of the Certificate in a manner not authorized by DESC or otherwise inconsistent with the terms of this Agreement or the applicable CP and CPS;
- A Certificate being tampered with by the Subscriber;
- tampered with by the Subscriber.

(vii) Notification and revocation

The Subscriber undertakes to promptly cease using the certificate and its associated 'Private Key', and promptly request DESC to revoke the certificate, in the event that:

- There has been loss, theft, modification, disclosure, or other compromise of the 'Private Key' of the certificate's "Subject";
- It was indicated that the original 'Certificate Signing Request' (**CSR**) was not authorized and does not retroactively grant authorization;
- Breach of a material obligation of the CP and CPS Documents by the Subscriber;
- The performance of obligations under the CP and CPS Documents is delayed or prevented by a natural disaster, computer or communications failure, or other cause beyond reasonable control, and as a result, the certificate's integrity is materially threatened or compromised;
- There has been a modification of the information regarding the "Subject" of the certificate;
- This Agreement has been terminated in accordance with Clause 11;

- The affiliation between the “Subject” of the certificate with the Subscriber is terminated or has otherwise ended;
- The information within the certificate, other than non-verified ‘Subscriber Information’ contained in the Organisation /Organisation Unit fields, is incorrect or has changed;
- Termination of use of the certificate; and/or
- Presence of surrounding circumstances indicating or suspecting public or private key compromise.

When requesting a certificate revocation, the subscriber must use one of the following revocation reasons:

- **Key Compromise** : Indicates that it is known or suspected that the Subscriber’s Private Key has been compromised;
- **Affiliation Changed**: Intended to be used to indicate that the Subject’s name or other Subject Identity Information in the Certificate has changed, but there is no cause to suspect that the Certificate’s Private Key has been compromised;
- **Superseded**: Intended to be used to indicate when the Subscriber has requested a new Certificate to replace an existing Certificate;
- **Cessation Of Operation**: intended to be used when the use of Certificate has been ceased prior to the expiration of the Certificate, or if the Subscriber no longer owns or controls the “Subject” of the Certificate prior to the expiration of the Certificate.

If no reason or another reason was provided as part of the revocation request, DESC will set the revocation reason as “**unspecified**”.

(viii) Electronic messages

Subscriber agrees that:

any use of the Certificate to sign or otherwise approve the contents of any electronic record or message is attributable to Subscriber. Subscriber agrees to be legally bound by the contents of any such electronic record or message.

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