

[AFFILIATE LOGO/ADDRESS]

## NIFT Master Services Agreement

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**CUSTOMER**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**CONTRACT NO.** \_\_\_\_\_

**CUSTOMER PRINCIPAL CONTACT**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**NIFT PRINCIPAL CONTACT**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**EFFECTIVE DATE:** \_\_\_\_\_

**TERM:** \_\_\_\_\_

This NIFT Master Services Agreement (the "Agreement") is made and entered into as of the Effective Date identified above by and between National Institutional Facilitation Technologies (Pvt) Ltd. ("NIFT") having its offices at 5<sup>th</sup> Floor, AWT Plaza, I.I. Chundrigar Road, Karachi, Pakistan, and the company identified above ("Customer"). NIFT and Customer may also be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the Effective Date.

**National Institutional Facilitation  
Technologies (Pvt) Ltd.**

[Customer name]

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## TERMS AND CONDITIONS

### 1. DEFINITIONS

Unless otherwise specified, capitalized terms used in this Agreement will have the meanings attributed to them in this Section 1, or in the definition section of the Exhibit in which such term appears.

**“Confidential Information”** means material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, services, customers and Intellectual Property Rights of the other Party that may not be accessible or known to the general public.

**“Confidential Information”** shall include, but not be limited to, the terms of this Agreement, and any information which concerns technical details of operation of any of NIFT’s Software or Services offered or provided hereunder.

**“Fee Schedule”** means Exhibit A hereof and/or any applicable fee schedule, exhibit, addendum, or accepted purchase order that the Parties agree in writing shall be applicable to this Agreement.

**“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, Pakistani, United States and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, data, representation of data, source codes, processes, information, ideas, concepts, techniques, inventions, know-how, and works of authorship developed, embodied in, or practiced by NIFT or VeriSign, their Affiliates or suppliers or practiced in any of their products or services. .

**“Service Period”** means, with respect to each of the Services described in an Exhibit to this Agreement, the period of time during which Customer is entitled to receive such Service.

**“Services”** means the NIFT services to be provided to Customer under this Agreement or any NIFT Statement of Work issued hereunder.

**“Software”** means any NIFT or VeriSign software provided to Customer under this Agreement, including any APIs, guides, or documentation provided therewith.

**“Statement of Work”** or **“SOW”** means any valid statement of work issued by NIFT pursuant to this Agreement, the terms of which shall set forth any additional rights and obligations of the Parties hereto relating to the subject matter described therein. No SOW shall be valid unless it is fully executed by both NIFT and Customer.

**“Unit”** means an individual annual Seat license, Certificate, authentication, or other applicable Service volume metric.

**“VeriSign”** means VeriSign, Inc. and its wholly-owned subsidiaries.

**“VTN”** means the VeriSign Trust Network, the Certificate-based public key infrastructure governed by the VeriSign Trust Network Certificate Policy (located at <http://www.verisign.com/repository/vtnCp.html>).

### 2. RIGHTS AND OBLIGATIONS

(a) **Provision of Services.** NIFT will provide each of the Services ordered by Customer in accordance with the terms and conditions specified herein and in the applicable Exhibits to this Agreement throughout the applicable Service Period(s).

(b) **Installation and Configuration.** For Services requiring Software installation and/or system configuration services, NIFT shall send a member of its professional services staff to Customer’s site to perform such installation or configuration (collectively, “Installation Services”). Any professional services work in addition to or separate from the standard installation services (“Additional Professional Consulting Services”) will be provided at NIFT’s then current rates under a Statement of Work (“SOW”) to be agreed upon by the Parties.

(c) **Fees and Payment Terms.** Customer shall pay fees for the Software and Services provided hereunder as set forth in the Fee Schedule. Except as expressly agreed in writing, any amounts paid by Customer pursuant to this Agreement or any SOW are non-refundable. All fees for Services will be due and payable in accordance with the applicable invoice. In the event that Customer fails to pay its fees on or before the due date, NIFT will apply late fees equal to the lesser of ten percent (10%) per annum or the maximum legal rate.

(d) **Volume Upgrades.** During the term of this Agreement, Customer may offer to purchase additional Units of a Service already provided to Customer pursuant to this Agreement (each such purchase a “Volume Upgrade”) by submission of a purchase order to NIFT clearly identifying the number of additional Units to be purchased for each Service and referencing this Agreement. Such offer will be deemed accepted by NIFT, and this Agreement will be deemed to be amended to include such Volume Upgrade, upon NIFT’s issuance of an invoice therefore to Customer.

NIFT may accept or reject any such offer at its sole discretion. Any other purchase of additional Software or Services from NIFT will require modification of this Agreement pursuant to Section 9(c) to reflect such purchase.

(e) **Taxes.** All taxes, duties, fees and other governmental charges of any kind (including sales, services and use taxes, but excluding taxes based on the gross revenues or net income of NIFT) which are imposed by or under the authority of any government (Federal, Provincial or Local including any agency thereof) or any political subdivision thereof on the fees for any of the Services shall be borne by Customer and shall not be considered a part of, a deduction from or an offset against such fees.

(f) **Publicity.** Any and all press releases and other public announcements relating to the existence or terms of this Agreement or the underlying transactions between NIFT and Customer must be approved in advance by the Parties in writing.

### 3. **GRANT OF LICENSE**

(a) **Software License.** In exchange for the payment by Customer of the applicable Service fees, NIFT grants to Customer a limited, non-exclusive, non-transferable, non-sublicenseable license to use the Software within the Pakistan on CPUs under Customer's control solely in connection with Customer's use of the Service for which such copy was provided. Customer is expressly prohibited from sublicensing, selling, renting, leasing or otherwise distributing copies of the Software, or permitting either direct or indirect use of the Software by any third party or by any employee, agent, representative or of anyone claiming through the Customer which is not solely for the legitimate, declared and agreed business purposes of the Customer. Customer agrees not to disassemble, decompile, reverse engineer or make any other attempt to discover or obtain the source code or other form of intellectual property for the Software. In the event any modifications are made to the Software by anyone other than NIFT or its authorized subcontractors (excluding Customer), all warranties with respect to the Software shall immediately terminate and the Customer shall be liable, irrespective of whether the act of any of its employee, agent, representative or of anyone claiming through the Customer was within or outside the scope of their authority, employment or even if they were on a frolic of their own and hence the Customer will be liable vicariously, for all acts or omissions of any of the aforementioned whether direct or indirect that directly or indirectly resulted in any loss, injury or damage

(consequential and expectational) to NIFT, VeriSign, any of their Affiliates or suppliers.

(b) **Storage/Network Use.** Customer may also store or install a copy of the Software on a storage device, such as a network server, used only to run the Software on its other Computers over an internal network; however, Customer must acquire and dedicate a license for each separate Computer on which the Software is run from the storage device and under no circumstances is access to or use of the Software to be allowed to any third party or by any person in Customer's organization for any use other than that which is authorized by NIFT for Customer's business and internal purposes. A license for the Software may not be shared or used concurrently on different Computers. The Customer shall be liable, irrespective of whether the act of any of its employee, agent, representative or of anyone claiming through the Customer was within or outside the scope of their authority, employment or even if they were on a frolic of their own and hence the Customer will be liable vicariously, for all acts or omissions of any of the aforementioned whether direct or indirect that directly or indirectly resulted in any loss, injury or damage (consequential and expectational) to NIFT, VeriSign or any of their Affiliates.

### 4. **PROPRIETARY RIGHTS**

(a) **Intellectual Property Protection.** Customer acknowledges that NIFT and its licensors, including VeriSign, retain all Intellectual Property Rights and title in and to all of NIFT's and their Confidential Information, trade secrets 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 NIFT, VeriSign, their Affiliates or their suppliers hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing hereinafter "NIFT Works"). The NIFT Works shall include any and all developments thereto, out of or relating to the NIFT Works by the Customer (including any of its employee, agent, representative or of anyone claiming through the Customer), as a result of their own ingenuity or contribution. Customer covenants that it shall not contest, nor acquire any rights of any kind to the Software, trademarks, service marks, trade names, or product names. The NIFT Works do not include Customer's browser software or Customer's base hardware platform. No provision of this Agreement or any SOW issued hereunder gives Customer any intellectual property rights in the

Software or Services except for the license granted in Section 3(a). Customer agrees strictly not under any circumstances to modify, translate, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt by any means to discover or obtain the source code for the Software. The Software is licensed, not sold.

**(b) Copyright.** All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Software), the accompanying printed materials, and any copies of the Software, are owned by NIFT (licensed by VeriSign who owns all property in the Software) or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. The Customer is not granted either through this Agreement or otherwise any rights to use such content.

## **5. CONFIDENTIAL INFORMATION**

The Parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire Confidential Information. Each Party receiving Confidential Information (the "Receiving Party") agrees to maintain all such Confidential Information received from the other Party (the "Disclosing Party"), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the terms of this Agreement to its legal and business advisors if such third parties agree to maintain the confidentiality of such Confidential Information. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing this Agreement. Notwithstanding the foregoing, the obligations set forth herein shall not apply to Confidential Information which: (i) is or becomes a matter of public knowledge through no fault, action or omission of the Receiving Party; (ii) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (iii) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; (iv) is independently developed by the Receiving Party without any kind of resort to or through any knowledge

of the Confidential Information; or (v) is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the Disclosing Party as soon as practicable to enable the Disclosing Party to take any protective steps. Subject to the foregoing, Customer understands and agrees that all information provided to NIFT under this Agreement will be treated by NIFT **in accordance with the Privacy Statement posted on NIFT's website.**

## **6. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION**

**(a) Customer's Representations and Warranties.** Customer represents and warrants that (i) it has the right, power and authority to enter into this Agreement and to fully perform its obligations under this Agreement; and (ii) will not make any unauthorized representation or warranty to any third party regarding any NIFT Services. . The Customer warrants and agrees that a Certificate or any Digital Certificate or Signature issued by NIFT, VeriSign or any of their Affiliates in this Agreement and in any other agreement with NIFT, VeriSign or their Affiliates correspond to the definition of an advanced electronic signature as prescribed by the Electronic Transactions Ordinance 2002 and upon the issuance of a Certificate, the Customers, Subscribers, and Relying Parties agree to this CPS, and waive any right to raise any objection to the compliance of the Certificate or Digital Certificate with the definition of an advanced electronic signature for the purposes of the Electronic Transactions Ordinance 2002.

**(b) NIFT's Representations and Warranties.** NIFT represents and warrants that (i) it has the right, power and authority to enter into this Agreement and to perform its obligations under this Agreement; and (ii) NIFT has used and will use all commercially reasonable efforts to ensure that all Software delivered to Customer pursuant to this Agreement is free of any computer "viruses," "worms" and other illicit code at the time of delivery, and agrees to with reasonable promptness notify Customer of any computer viruses, worms or other illicit code subsequently discovered in any such Software.

**(c) Indemnification.** Each party hereto (the "Indemnitor") agrees to, and shall, indemnify, defend and hold harmless the other party hereto (the "Indemnitee"), and its directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, costs (including reasonable attorneys' fees and expenses) and other liabilities arising from, in

connection with or related in any way to, directly or indirectly, (i) the Indemnitor's actual or alleged material breach of any duty, obligation, representation, or warranty of the Indemnitor specified in this Agreement, (ii) any condition identified as a "NIFT Indemnification Condition" where NIFT is the Indemnitor, or a "Customer Indemnification Condition" where Customer is the Indemnitor, in an Exhibit hereof, or (iii) solely with respect to NIFT's indemnification of Customer, any alleged infringement of any United States or Pakistan patent, copyright or trade secret by the unmodified Software or Services as delivered by NIFT. In the case where the Customer is the Indemnitor, the Customer shall indemnify, defend and hold harmless NIFT, VeriSign, their Affiliates and suppliers including their directors, shareholders, officers, agents, employees, successors and assigns from the events aforementioned. The Indemnitee shall promptly notify the Indemnitor of any such claim, and the Indemnitor shall bear full responsibility for the defense of such claim (including any settlements); provided however, that (1) the Indemnitor shall keep the Indemnitee informed of, and consult with the Indemnitee in connection with the progress of such litigation or settlement; and (2) the Indemnitor shall not have any right, without the Indemnitee's written consent, (which shall not be unreasonably withheld), 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 acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of the Indemnitee, or requires any specific performance or non-pecuniary remedy by the Indemnitee.

**(d) NIFT Options Related to Intellectual Property Infringement Claims.** In the event of any claim, suit, or proceeding subject to Section 6(c)(iii) above, NIFT shall have the right, at its sole option, to obtain the right to continue use of the affected Software or Services or to replace or modify the affected Software or Services so that they may be provided by NIFT and used by Customer without infringement of third party patent, copyright or trade secret rights. If neither of the foregoing options is available to NIFT on a commercially reasonable basis or for any other reason, NIFT may terminate this Agreement immediately upon written notice and pay Customer, within thirty (30) days after such termination, a termination fee equal to the prorated portion of any annual fees (excluding installation and any other non-recurring fees) paid by Customer commensurate with the remaining portion of the Service year for which such fees were paid. NOTWITHSTANDING ANY

OTHER PROVISION OF THIS AGREEMENT, THE RIGHTS AND REMEDIES SET FORTH IN SECTIONS 6(c)(iii) AND 6(d) CONSTITUTE THE ENTIRE OBLIGATION OF NIFT AND THE EXCLUSIVE REMEDIES OF CUSTOMER WITH RESPECT TO THE SUBJECT MATTER THEREOF.

## 7. **TERM AND TERMINATION**

**(a) Term and Renewal.** This Agreement will commence as of the Effective Date and will continue for the period identified as the "Term" on the cover sheet of this Agreement ("Initial Term") unless terminated earlier as set forth below. Following expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year terms (each a "Renewal Term") unless either Party provides written notice to the other Party at least sixty (60) days prior to the commencement of a Renewal Term of its intent to avoid such Renewal Term. The Initial Term and any Renewal Terms are collectively referred to in this Agreement as the "Term." The termination of any Service or SOW shall not modify the Term of this Agreement. The expiration or termination of this Agreement shall immediately terminate any and all Services ordered hereunder, including any NIFT SOWs executed hereunder.

**(b) Termination for Default.** Each Party will have the right to terminate this Agreement for any material breach that is not cured within thirty (30) days after written notice of such breach.

**(c) Termination for Insolvency.** Either Party hereto may terminate this Agreement, effective immediately upon written notice, should the other Party hereto (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings, or have proceedings instituted against it, seeking relief or reorganization under any laws relating to bankruptcy or insolvency; (iv) have a court of competent jurisdiction appoint a receiver, liquidator, or trustee over all or substantially all of such Party's property or provide for the liquidation of such Party's property or business affairs.

**(d) Survival of Terms.** Any payment obligations which accrued prior to termination or expiration of this Agreement, Sections 1, 2(e), 2(f), 4, 5, 6(c), 6(d), 7(d), 8, 9, and any section of an Exhibit hereof titled "Disclaimer", "Limitation of Liability", or an equivalent thereof, shall survive the expiration or termination of this Agreement.

**8. LIMITATION OF LIABILITY**

THE PARTIES AGREE THAT, EXCEPT FOR AMOUNTS PAYABLE FOR BREACH OF SECTIONS 3 OR 5 OR AS SPECIFIED IN SECTION 6(c), OR AS OTHERWISE PROVIDED IN ANY EXHIBIT: (A) A PARTY'S ENTIRE LIABILITY AND EXCLUSIVE REMEDY ARISING OUT OF THIS AGREEMENT IS LIMITED TO TWO (2) TIMES THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO NIFT HEREUNDER FOR THE SERVICES GIVING RISE TO THE CLAIM TO A **MAXIMUM OF ONE MILLION RUPEES (Rs.1,000,000)**, AND (B) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF THIS AGREEMENT, THE NIFT SERVICES, OR ANY EXPRESS OR IMPLIED WARRANTY, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES CONTAINED IN SECTION 6 OR THE APPLICABLE EXHIBITS HEREOF, NIFT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LACK OF VIRUSES, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT. NIFT GIVES NO WARRANTY OR CONDITION OF TITLE, OF QUIET ENJOYMENT, OR OF NONINFRINGEMENT, SATISFACTION OF CUSTOMER REQUIREMENTS, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE SHALL REST ON CUSTOMER.

**9. GENERAL PROVISIONS**

(a) *Notices.* All notices shall be in writing and addressed to the Party to be served at the respective addresses set forth on the cover page of this Agreement. Any such notice may be served personally or by certified mail (postage prepaid), internationally commercially recognized overnight delivery service (such as Federal Express or DHL), or courier. Notice shall be deemed served upon personal delivery or delivery by courier, upon the second business day after

the date sent for notices sent via overnight delivery, or upon the fifth business day after the date sent for notices sent via certified mail. Either Party may change the address to which notices are to be delivered by written notice to the other Party. Notices to NIFT shall be addressed to **[specify individual]**.

(b) *Entire Agreement.* This Agreement, together with any Exhibits hereof and SOW(s) executed hereunder, constitutes the entire understanding and agreement between NIFT and Customer with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication concerning the subject matter hereof.

(c) *Amendments and Waiver.* Subject to the provisions of Section 2(d) relating to Volume Upgrades, any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing referencing this Agreement and signed by the parties to be bound thereby, and this Agreement may not be modified or extended solely by submission of a purchase order or similar instrument referencing this Agreement. In the event that NIFT accepts any Volume Upgrade offer as described in Section 2(d), such acceptance and the resulting modification of this Agreement will include only the increased Units and fees for the applicable Service(s) stated in NIFT's invoice, and any terms, conditions, or other additional material included in the purchase order will be of no force or effect. No SOW which is not explicitly identified as an amendment to Section 4 of this Agreement shall be construed to create any Intellectual Property Right(s) of Customer or any third-party.

(d) *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 due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, or boycott, provided that the Party relying upon this provision: (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.

(e) *Severability.* In the event that 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.

**(f) Compliance with Law, Export Requirements, and Foreign Reshipment Liability.** Each Party agrees that it shall comply with all applicable federal, state and local laws, regulations, and export requirements in connection with its performance under this Agreement. To the extent Luna tokens and/or readers from an NIFT vendor (“Luna Products”) are supplied under this Agreement, the Luna Products are subject to any laws, regulations, orders or other restrictions on the export from Canada of software, hardware, or technical information, which may be imposed from time to time by the government of Canada. Regardless of any disclosure made by Customer to NIFT of an ultimate destination of the software, hardware, or technical information and, notwithstanding anything contained in this Agreement to the contrary, Customer will not modify, export, or re-export, either directly or indirectly, any software, hardware, or technical information, or portions thereof, and where applicable, Luna Products, without first obtaining any and all necessary licenses from the United States and Pakistani government or agencies, and where applicable, the Canadian government, or any other country that requires an export license or other governmental approval at the time of modification, export, or re-export. To the extent that Luna Products are supplied under this Agreement, Customer consents to the disclosure of its personal information to the Government of Canada for purposes related to the export of Luna Products.

**(g) Restrictions on Export.** Customer acknowledges and agrees that it shall not import, export, or re-export directly or indirectly, any commodity, including any Software or Service, (Restricted Components) to any country, person or entity in violation of the laws and regulations of any applicable jurisdiction. This restriction expressly includes, but is not limited to, the export regulations of the United States of America (the “United States”) and Pakistan. Specifically, Customer shall not download or otherwise export or re-export the Restricted Components to (i) a national or resident of Cuba, Iran, Iraq, Libya, Sudan, North Korea, Saudi Arabia, India or Syria, or any other country, where such use is prohibited under United States export regulations, wherever located, who intends to transmit or transport the Restricted Components back to such country or (ii) to anyone on the United States Treasury Department’s list of Specially Designated Nationals or the United States Commerce Department’s Table of Denial Orders; or (iii) to any person or entity who you know or have

reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iv) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. Customer warrants and represents that neither the U.S. Commerce Department, Bureau of Export Administration nor any other U.S. federal agency or any Pakistani Agency/Department has suspended, revoked or denied its export privileges. Customer agrees to the foregoing and represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. NIFT OR ITS LICENSORS MAY BE REQUIRED BY LAW TO REPORT TO THE UNITED STATES OR PAKISTAN GOVERNMENT CUSTOMER’S COMPANY NAME AND ADDRESS FOR EXPORT REPORTING PURPOSES.

**(h) Assignment.** Neither Party may assign or transfer this Agreement or any obligation hereunder without the prior written approval of the other Party, except to an entity acquiring all or substantially all of the assets of that Party, whether by acquisition of assets or shares, or by merger or consolidation. Any assignment in violation of this Section 9(g) shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

**[Affiliate may, at its option, include the following (note that re-numbering of the paragraphs will be required): (hh) Insurance Coverage.** The Customer shall, at its own expense, maintain standard errors and omissions insurance in an amount that is not less than U.S. two million dollars (US \$2,000,000.00) [or the equivalent in Affiliate’s currency].]

**(i) Independent Contractors.** The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, joint venturer, or partner of the other Party. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. Each Party shall bear its own costs and expenses in performing this Agreement.

**(j) Governing Law.** This Agreement shall be governed by the laws of Pakistan. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Parties agree that jurisdiction and venue for any matter arising out of or pertaining to this Agreement shall be proper only in Pakistan.

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

All disputes arising in connection with this Agreement shall be finally settled under the Pakistan Arbitration Act 1940 before a single arbitrator chosen through the mutual agreement of the parties. An arbitrator chosen by the parties must be knowledgeable in computer software law, information security and cryptography or must otherwise have special qualifications in the field, such as a lawyer, academician, or judge in common law jurisdiction. The place of arbitration shall be Karachi, Pakistan, and the proceedings shall be conducted in English. Nothing in this Agreement will be deemed as preventing either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of this dispute as is necessary to protect either party's name, proprietary information, trade secret, know-how, or, or any other intellectual property rights.

**(l) Third Party Beneficiaries.** No provisions of this Agreement are intended nor shall be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other party. Notwithstanding the foregoing, NIFT's suppliers of Services delivered hereunder shall enjoy the same disclaimers of warranty, limitations on liability and similar exculpatory provisions with respect to such products as does NIFT. Customer is hereby notified that VeriSign, Inc., a Delaware corporation, located at 487 East Middlefield Road, Mountain View, California 94043, is a third-party beneficiary to this Agreement to the extent that this Agreement contains provisions which relate to Customer's use of NIFT's Services licensed or provided hereby. Such provisions are made expressly for the benefit of NIFT and are enforceable by VeriSign, Inc. in addition to NIFT.

**(m) Order of Precedence.** In the event of a conflict between the body of this Agreement and any Exhibit, the terms of the Exhibit shall govern, but only in regard to the specific Service provided under that Exhibit.

**(n) Vicarious Responsibility.** The Customer shall be liable, irrespective of whether the act of any of its employee, agent, representative or of anyone claiming through the Customer was within our outside the scope of their authority, employment or even if they were on a frolic of their own and hence the Customer will be liable vicariously, for all acts or omissions of any of the aforementioned whether direct or indirect that directly or indirectly resulted in any loss, injury or damage (consequential and expectational) to NIFT, VeriSign or any of their Affiliates.

**(o) Electronic Transactions Ordinance 2002.** Notwithstanding section 31 of the Electronic Transactions Ordinance 2002, any document or electronic message or service or Certificate mentioned in this Agreement or any Exhibit hereto issued through electronic means shall be deemed to be a document, electronic message or service or Certificate for the purposes of the Electronic Transactions Ordinance, 2002 and all references to such document, electronic message or service or Certificate in this Agreement or any Exhibit hereto shall attract all the protections and exemptions provided for in the Electronic Transaction Ordinance 2002. Moreover, all Certificates, services and means to provide the same by NIFT, VeriSign and any non-NIFT CAs or RAs shall also attract all the privileges, protections and rights of the Electronic Transactions Ordinance, 2002. Notwithstanding anything in this Agreement or any Exhibit hereto or any related Agreement, NIFT does not provide any basic/international telephony service, wireless telegraphy apparatus, network termination point, public switched network, telecommunication service, telecommunication equipment, terminal equipment or telecommunication systems as defined in the Pakistan Telecommunication (Re-organization) Act, No.XVII of 1996 and provides its services under the protections, privileges and rights of the Electronic Transactions Ordinance, 2002.

**EXHIBIT A**  
**FEEES**

The Fees set forth in Table 1 below are due and payable in accordance with Section 2 of the Agreement and the Additional Terms and Conditions below.

***[Affiliate must modify as appropriate based on what services it has the right to provide.]***

**Table 1:**

<b>Service/Product Description</b>	<b>Units</b>	<b>Initial Fees</b>	<b>Annual Fees</b>
Installation Services Fee (one time)	## (Man Days)	\$	N/A
Managed PKI Private Label Certificate Service Annual Managed Service Fee for: ( ) Single Application License ( ) Multi-Application License	N/A		
Managed PKI Private Label Certificate Service Annual Seat Fee	## (Seats)		
Managed PKI Co-Branded Certificate Service Annual Managed Service Fee for: ( ) Single Application License ( ) Multi-Application License	N/A		
Managed PKI Co-Branded Certificate Service Annual Seat Fee	## (Seats)		
Managed PKI for SSL Certificate Service Fee for: ( ) Standard Certificate Service ( ) Premium Edition Certificate Service	## (Seats)		
Gold Service for Managed PKI for SSL Fee	N/A		
Managed PKI Key Management Service	## (Seats)		
Managed PKI Roaming Service Fee for: ( ) Roaming Service ( ) Enterprise Roaming Service: Split Hosted ( ) Enterprise Roaming Service: NIFT Hosted	## (Seats)		
Premium Validation Services Fee	(type)		
Platinum Service Fee	N/A		
Additional Professional Consulting Services	(x) man days		
<b>TOTAL FEES</b>	N/A		

**Table 2:**  
**Service/Product Components**

<p><b>Managed PKI (Single Application License):</b></p> <p><input type="checkbox"/> Private Label Certificate Service <b>or</b>  <input type="checkbox"/> Co-Branded Certificate Service include(s);</p> <ul style="list-style-type: none"> <li>• Custom Key Ceremony</li> <li>• One (1) CA Certificate</li> <li>• One (1) copy of Managed PKI Software (includes Local Hosting, and Automated Administration modules)</li> <li>• Select One (1) Go Secure! Application from the following; <ul style="list-style-type: none"> <li><input type="checkbox"/> GoSecure! For Microsoft Exchange</li> <li><input type="checkbox"/> GoSecure! For Web Applications</li> <li><input type="checkbox"/> GoSecure! For Lotus Notes</li> <li><input type="checkbox"/> GoSecure! For Checkpoint</li> <li><input type="checkbox"/> GoSecure! For Nortel</li> </ul> </li> <li>• <input type="checkbox"/> Automated Administration Hardware Kit(s)</li> </ul>	<p><b>Managed PKI (Multi-Application License):</b></p> <p><input type="checkbox"/> Private Label Certificate Service <b>or</b>  <input type="checkbox"/> Co-Branded Certificate Service includes;</p> <ul style="list-style-type: none"> <li>• Custom Key Ceremony</li> <li>• <input type="checkbox"/> CA Certificate</li> <li>• One (1) copy of Managed PKI Software (includes Local Hosting, and Automated Administration modules),</li> <li>• Select Go Secure! Applications from the following; <ul style="list-style-type: none"> <li><input type="checkbox"/> GoSecure! For Microsoft Exchange</li> <li><input type="checkbox"/> GoSecure! For Web Applications</li> <li><input type="checkbox"/> GoSecure! For Lotus Notes</li> <li><input type="checkbox"/> GoSecure! For Checkpoint</li> <li><input type="checkbox"/> GoSecure! For Nortel</li> </ul> </li> <li>• <input type="checkbox"/> Automated Administration Hardware Kit(s)</li> <li>• One (1) Manual Administrator Kit (Available upon request at no additional charge)</li> </ul>
<p><b>Key Management Service includes:</b></p> <ul style="list-style-type: none"> <li>• Key Management Service software</li> <li>• Key Management cryptographic hardware</li> </ul> <p><b>Roaming Service includes:</b></p> <ul style="list-style-type: none"> <li>• Roaming Service software (Split-Hosted only)</li> <li>• Go Secure! For Web Applications</li> </ul>	

**Additional Terms & Conditions:**

- All fees are shown and must be paid in **U.S. Dollars**
- All fees shown in Table 1 above will be due and payable net 30 from the invoice date. Any fees designated as "Annual Fees" fees in Table 1 are annual recurring fees that will also be due and payable net 30 from each anniversary of the Effective Date throughout the Term.
- The fees for any Renewal Term(s) will be the same as the fees in effect for the immediately preceding Service year; provided, however, that NIFT may increase such fees by up to five percent (5%) for any Renewal Term by providing written notice of such increase to Customer at least ninety (90) days prior to the commencement of such Renewal Term.
- Customer shall reimburse NIFT for out-of-pocket or travel expenses reasonably incurred in connection with rendering Installation Services or Additional Professional Consulting Services to Customer (collectively, "Reimbursable Expenses"). Reimbursable Expenses and any other fees arising under this Agreement or any Statement(s) of Work shall be due and payable by Customer within thirty (30) days of Customer's receipt of invoice.
- Customer acknowledges and agrees that, notwithstanding any other provision of this Agreement, NIFT may, at its sole discretion, suspend access to any or all of the Services after such time as Customer is thirty (30) days late in remitting any payment due hereunder and continuing until all applicable fees have been received and processed by NIFT.
- Unused Units may not be carried over to subsequent years.

**EXHIBIT B**  
**SERVICE LEVEL AGREEMENT**

**OVERVIEW**

This Service Level Agreement ("SLA") details the system availability and customer support terms for the NIFT Services (except as may be otherwise provided in the applicable Service Exhibits). The SLA terms below include NIFT's standard SLA terms ("Gold Service"), and certain additional SLA commitments for customers that purchase NIFT's premium SLA package ("Platinum Service").

**1. DEFINITIONS**

**"Customer Administrator"** means a trusted Customer employee designated by Customer as its administrator with respect to the relevant Service(s).

**"Response Time"** means the amount of time that elapses between Customer's report of a service problem to NIFT and NIFT's response acknowledging the report and indicating that a response to the problem has been initiated.

**"Scheduled Down Time"** means scheduled periods of NIFT system and Service unavailability to perform routine service maintenance, upgrades, and testing.

**"Service Performance"** means the amount of time that elapses between the arrival of data sent by Customer at NIFT's back-end system and the transmission from NIFT's back-end system of the corresponding response or automated action initiated by NIFT in connection with the relevant Service. "Service Performance" refers only to the performance of NIFT's back-end system, and does not include the system availability, performance, or response delay of any third party.

**"Up Time"** means the percentage of time that NIFT's systems are available and capable of receiving and processing data from Customer in connection with the Services. Unless otherwise specified, "Up Time" refers only to availability of NIFT's systems, and does not include the system availability or performance of any party.

**2. SERVICE AVAILABILITY**

(a) ***Up Time Measurement.*** Up Time is calculated on a rolling 90 day basis as a percentage equal to (i) the total number of minutes in any 90 day period that NIFT's systems are available and capable of receiving and processing data from customers, divided by (ii) the total number of minutes in such period.

(b) ***Up Time Percentage.*** NIFT's Up Time percentage throughout the Term will be no less than **ninety-nine percent (99%)** for Gold Service, and no less than **ninety-nine and one-half percent (99.5%)** for Platinum Service.

(c) ***Scheduled Down Time.*** NIFT will notify Customer via electronic mail of Scheduled Down Time and anticipated impact to Service specific functionality not less than **thirty (30) hours** in advance of the planned downtime window. Scheduled Down Time will not exceed **four (4) hours** in **any single calendar week**.

**3. CUSTOMER SUPPORT**

(a) ***Severity Levels.*** The Response Times associated with NIFT's provision of customer support to Customer in connection with the Services will be subject to and based, in part, on classification of reported problems by severity level as follows:

(i) ***Severity 1.*** Severity 1 problems include any events that have a *major* impact on the operations of the system and on end users' use of the Service(s), such as:

- System or application unavailability that prevents critical transactions from being processed
- Online application outages that significantly impact the online availability of the Service(s)
- Telecommunications interruptions that lead to a major disruption of the Service(s) (provided that NIFT shall not be responsible for telecommunications disruptions caused by or the responsibility in part or wholly, directly or indirectly by any third parties since NIFT does not provide any telecommunication systems or services as stated in clause 5 herein)
- Consistent degradation of availability that significantly impairs the utility of the Service(s)

(ii) ***Severity 2.*** Severity 2 problems include any events (other than Severity 1 problems) that have a *moderate* impact on the operations of the system and on end users' use of the Service(s),

such as:

- Errors that disable only certain non-essential functions of the Service(s) and may result in degraded operations, including without limitation, errors that cause significant transaction processing delays
- Intermittent degradation of availability that moderately impairs the utility of the Service(s)

(iii) Severity 3. Severity 3 problems include any events (other than Severity 1 or 2 problems) that have a *minor* impact on the operations of the system and on end users' use of the Service(s).

NIFT shall, at its sole discretion, determine the Severity Level of a reported problem

**(b) Response Times.** For Gold Service, NIFT will provide first level telephone support (helpline) to Customer Administrator(s) 24 hours a day, 7 days a week, 52 weeks a year, for Severity 1 problems, and from 5:00 am - 6:00 pm Pakistan Standard Time, Monday through Friday, 52 weeks a year, for Severity 2 and 3 problems, excluding Pakistan national holidays and Scheduled Down Time periods. For Platinum Service, NIFT will provide first level telephone support to Customer Administrator(s) 24 hours a day, 7 days a week, 52 weeks a year for Severity 1, 2, and 3 problems. During such hours, incoming first level support calls will be answered immediately by an automated call system. NIFT will provide a call system option to speak directly to a trained customer support representative. 80% of the time that this option is selected, customers will speak to a trained customer support representative within 120 seconds of selecting that option. All first level support calls will be logged and such logs will be maintained for at least one year. NIFT’s Response Times, broken out by System type and Severity Level, are provided in Table A below.

**TABLE A: Customer Support Problem Response (during hours provided in Section 3(b) above)**

Severity Level	Callback within (Gold Service)	Callback within (Platinum Service)
Severity 1	4 hours	2 hours
Severity 2	8 hours	4 hours

Severity 3	next business day	next business day
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**(c) Escalation.** Severity 1 and 2 problems will be internally escalated in the following fashion to ensure effective resolution and the aforementioned commitments are subject to the following:

(i) Severity 1.

- *Hour 0 to Hour 4:* NIFT’s Director(s) of Production Services and Customer Service, production management, and engineering personnel are notified of the problem, and production management and engineering personnel are actively working on the problem
- *Hour 5:* NIFT’s Vice Presidents of Operations and Engineering are notified and, together with the Director(s) of Production Services and Customer Service, involved in the problem resolution
- *Hour 8:* NIFT’s executive management team including the CEO are notified and involved in the problem resolution

(ii) Severity 2.

- *Hour Zero to Hour 72:* NIFT will work to resolve the problem and will attempt to provide a solution within 72 hours after problem identification. In the event that NIFT does not develop a plan, within the first 4 business days after the problem is reported, for resolution of the problem within the following 10 day period, and the problem is not due to the fault of Customer, NIFT will escalate the problem in accordance with the Severity 1 escalation procedures described above.

• Severity 3.....

**(d) Pre-Production Environment.** Customer will have access to the NIFT pre-production environment as applicable to the Service(s) provided for a period of 60 days after the Effective Date for Gold Service, and for a period of one (1) year after the Effective Date for Platinum Service. No other provision of this SLA will be applicable to pre-production environment availability or performance.

**(e) Hardware Expedited Replacement Service.** Replacement hardware will be shipped to Customer within 72 hours via two day delivery for Gold Service, and within 24 hours via two day delivery for Platinum Service.

**(f) Maintenance and Service Version.** Both Gold and Platinum Support include a maintenance plan under which NIFT will provide Software upgrades, bug-fixes,

patches, error corrections and enhancements which are developed by NIFT and made available to NIFT's customers generally. NIFT WILL PROVIDE SUCH MAINTENANCE PLAN AND CUSTOMER SUPPORT AS PROVIDED IN THIS SLA ONLY FOR THE THEN CURRENT RELEASE OF THE NIFT SERVICES OR SOFTWARE AND ONE PREVIOUS RELEASE AT ANY GIVEN TIME.

#### **4. ADDITIONAL TERMS FOR PLATINUM SERVICE CUSTOMERS**

*(a) Managed PKI Service Performance.* For Platinum Service only, the Managed PKI Services (if applicable) will be provided in accordance with the following Service Performance standards, as applicable (excluding any additional latency resulting from use of the Managed PKI Services in conjunction with other Services), which standards reflect average performance for customers over any calendar month:

- 90% of all Administrator approvals of a Certificate will occur within 10 seconds
- 90% of all Administrator revocations of a Certificate will occur within 5 seconds
- 90% of all Administrator requests for a CRL will occur within 5 seconds
- 90% of all end user requests for a Certificate will occur within 5 seconds
- 90% of all end user pickups of approved Certificates will occur within 5 seconds
- 90% of all end user revocations of his/her own Certificate will occur within 5 seconds
- 99% of all of the above requests or actions will occur within 2 minutes

*(b) Support Account Manager.* For Platinum Service only, NIFT will designate a qualified NIFT employee to serve as Customer's Support Account Manager for all support issues. The Support Account Manager will be available to conduct support service reviews at Customer's request once per calendar quarter.

*(c) Reports.* For Platinum Service only, NIFT will make available to Customer monthly reports detailing for the period covered by the report: (i) the total percentage of Up Time, (ii) the number of Scheduled Down Time periods, (iii) the percentage of Scheduled Down Time periods completed within the scheduled window specified in the notice provided by NIFT, (iv) severity level classifications and resolution times for reported problems, and (v) actual Service Performance figures corresponding to the standards specified in this

Exhibit (aggregated across all Managed PKI Service customers).

**5. Vicarious Responsibility** - The Customer shall be liable, irrespective of whether the act of any of its employee, agent, representative or of anyone claiming through the Customer was within our outside the scope of their authority, employment or even if they were on a frolic of their own and hence the Customer will be liable vicariously, for all acts or omissions of any of the aforementioned whether direct or indirect that directly or indirectly resulted in any loss, injury or damage (consequential and expectational) to NIFT, VeriSign or any of their Affiliates.

#### **6. Electronic Transactions Ordinance 2002.**

Notwithstanding section 31 of the Electronic Transactions Ordinance 2002, any document or electronic message or service or Certificate mentioned in this Agreement or any Exhibit hereto issued through electronic means shall be deemed to be a document, electronic message or service or Certificate for the purposes of the Electronic Transactions Ordinance, 2002 and all references to such document, electronic message or service or Certificate in this Agreement or any Exhibit hereto shall attract all the protections and exemptions provided for in the Electronic Transaction Ordinance 2002. Moreover, all Certificates, services and means to provide the same by NIFT, VeriSign and any non-NIFT CAs or RAs shall also attract all the privileges, protections and rights of the Electronic Transactions Ordinance, 2002. Notwithstanding anything in this Agreement or any Exhibit hereto or any related Agreement, NIFT does not provide any basic/international telephony service, wireless telegraphy apparatus, network termination point, public switched network, telecommunication service, telecommunication equipment, terminal equipment or telecommunication systems as defined in the Pakistan Telecommunication (Re-organization) Act, No.XVII of 1996 and provides its services under the protections, privileges and rights of the Electronic Transactions Ordinance, 2002.

**EXHIBIT C**  
**PRIVATE LABEL CERTIFICATE SERVICES**  
**(MANAGED PKI)**

**BACKGROUND**

Customer wishes to: (i) issue, manage, revoke, and/or renew digital Certificates in a Private Hierarchy branded with Customer's trade name based on Certificate Applications submitted to, validated by, and approved by Customer, and (ii) outsource to NIFT the functions of issuing, managing, revoking, and/or renewing such Certificates, but (iii) retain for itself the functions of validating and approving Certificate Applications and requesting revocation or renewal of Certificates. This Exhibit governs the terms and conditions by which NIFT provides the Managed PKI Private Label Certification Services.

**1. DEFINITIONS**

**"Administrator Certificate"** means the Certificate issued by NIFT to the Customer employee designated as the Managed PKI Administrator for the sole purpose of accessing the Managed PKI Control Center to perform the Administrator functions.

**"Certificate"** or **"Digital Certificate"** means a message that, at least, states a name or identifies the issuing CA, identifies the Subscriber, contains the Subscriber's Public Key, identifies the Certificate's Operational Period, contains a Certificate serial number, and contains a Digital Signature of the issuing CA and therefore it is agreed by the Customer that it corresponds to the definition of an advanced electronic signature as prescribed by the Electronic Transactions Ordinance 2002 and the Customer waives any right to raise any objection to the compliance of the Certificate or Digital Certificate to definition that of an advanced electronic signature for the purposes of the Electronic Transactions Ordinance 2002.

**"Certificate Applicant"** means a person or authorized agent that requests the issuance of a Certificate by a CA.

**"Certificate Application(s)"** means a request from a Certificate Applicant (or authorized agent) to a CA for the issuance of a Certificate.

**"Certification Authority"** or **"CA"** means a Person authorized to issue, suspend, or revoke Certificates and shall include NIFT and any other legal or natural persons authorized by NIFT in writing to perform the activities described herein and the Customer agrees that

provisions, protections, exemptions and waivers under the Electronic Transactions Ordinance 2002 are attracted to such Certification Authority and the Customer waives any right to deny to NIFT any such provisions, protections, exemptions and waivers or object to the Certification Authority having the provisions, protections, exemptions and waivers under the Electronic Transactions Ordinance 2002.

**"Certificate Signing Unit"** or **"CSU"** means a hardware unit or software designed for use in signing Certificates and key storage.

**"Erroneous Issuance"** means: (a) issuance of a Certificate in a manner not materially in accordance with the procedures required by the Managed PKI Administrator's Handbook (b) issuance of a Certificate (other than a Class 1 Certificate) to a Person other than the one named as the subject of the Certificate, or (c) issuance of a Certificate (other than a Class 1 Certificate) without the authorization of the Person named as the subject of the Certificate.

**"Impersonation"** shall mean requesting and being issued a Certificate based on false or falsified information relating to naming or identity.

**"Key Generation"** means the NIFT procedures for proper generation of Customer's Public Key and Private Key via a trustworthy process and for storage of Customer's Private Key and documentation thereof.

**"Operational Period"** means a period starting with the date and time a Certificate is issued (or on a later date and time certain if stated in the Certificate) and ending with a date and time at which the Certificate expires or is earlier revoked.

**"Private Hierarchy"** means a domain consisting of a system of CAs that issued Certificates in a chain leading from Customer's root CA through one or more Certification Authorities to Subscribers in accordance with Customer's practices. Certificates issued in a Private Hierarchy are intended to meet the internal needs of organizations authorizing their issuance and are not intended for interactions between organizations and/or individuals through public channels.

**"Private Key"** means a mathematical key (kept secret by the holder) used to create Digital Signatures and, depending upon the algorithm, to decrypt messages or files encrypted (for confidentiality) with the corresponding Public Key.

**"Public Key"** means a mathematical key that can be made publicly available and which is used to verify signatures created with its corresponding Private Key. Depending on the algorithm, Public Keys are also used to encrypt messages or files which can then be decrypted with the corresponding Private Key. **"Registration Authority"** or **"RA"** is an entity approved by a CA to assist persons in applying for Certificates and/or revoking (or where authorized, suspending) Certificates, and approving such applications, in connection with the Private Label Certificate Services. An RA is not the agent of a Certificate applicant and is liable for all acts done, information provided and approvals of applications and/or any instructions issued to the **Certification Authority** or CA. An RA may not delegate the authority to approve Certificate Applications other than to authorized RAAs of the RA.

**"Registration Authority Administrator"** or **"RAA"** is an employee of an RA that is responsible for carrying out the functions of an RA.

"RAA Certificate" shall mean a Class 3 RAA Administrator Certificate issued by NIFT in accordance with clause 3(b) of this Exhibit.

**"Seat"** means a single individual that is an authorized end user of the Service, without regard to the number of Certificates actually issued to such individual.

**"Subject"** means the holder of a private key corresponding to a public key. The term "Subject" can, in the case of an organizational Certificate, refer to the equipment or device that holds a private key. A Subject is assigned an unambiguous name, which is bound to the public key contained in the Subject's Certificate.

**"Subscriber"** means a person who 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.

**"Subscriber Agreement"** is the agreement executed between a Subscriber and the CA or NIFT relating to the provision of designated Certificate related Services and governing the Subscriber's rights and obligations relating to the Certificate.

**When the Private Label Certificate Service is sold with Premium Validation, the following additional definitions apply:**

**"Certificate Revocation List"** or **"CRL"** is a periodically (or exigently) issued list, digitally signed by a CA, of identified Certificates that have been revoked prior to their expiration dates. The list

generally indicates the CRL issuer's name, the date of issue, the date of the next scheduled CRL issue, the revoked certificates' serial numbers, and the specific times and reasons for revocation.

**"Online Certificate Status Protocol"** or **"OCSP"** is a protocol for providing Relying Parties with real-time Certificate Status Information, and may be accessed (by customers who have purchased OCSP support) by querying the appropriate NIFT OCSP Responder at a URL specified by NIFT.

**"Premium CRL(s)"** means CRLs which NIFT updates more frequently than standard CRLs and makes available to customers who have purchased Premium CRL access at a URL specified by NIFT.

**"Premium Validation"** means, collectively, the services by which Premium CRLs and OCSP information are made available to customers.

## 2. **CUSTOMER'S OBLIGATIONS**

### (a) **Registration Authority Administrator.**

Customer shall appoint one or more authorized Customer employees as RAA(s). Such RAA shall be entitled to appoint additional RAAs on Customer's behalf. Customer shall cause RAAs receiving Certificates hereunder to abide by the terms of the applicable Subscriber Agreement and the Managed PKI Administrator's Handbook.

(b) **Administrator's Functions.** Customer shall, through its RAA(s) using hardware and software designated by NIFT, validate the information in Certificate Applications, approve or reject such Certificate Applications, and instruct NIFT to issue, renew and revoke Certificates in accordance with the Managed PKI Administrator's Handbook published at the Managed PKI Control Center, as amended. If an Administrator ceases to have the authority to act as Administrator on behalf of Customer, Customer's RAA shall promptly request revocation of the Administrator Certificate of such Administrator.

(c) **Survival.** In addition to the termination provisions set forth in the Agreement, the revocation and security requirements in this Exhibit and the Managed PKI Administrator's Handbook shall survive termination of this Agreement until the end of the Operational Period of all Certificates issued hereunder.

(d) **Customer's Warranties.** In addition to the express representations set forth in the Agreement, Customer warrants to NIFT that (a) all information material relating to the issuance of a Certificate and validated by or on behalf of Customer is true and correct in all material respects; (b) Customer's approval of Certificate applications will not result in Erroneous

Issuance, including but not limited to Erroneous Issuance resulting from Impersonation and that Customer shall bear sole responsibility for any Erroneous Issuance taking place; (c) Customer has substantially complied with the Managed PKI Administrator's Handbook and the RA Requirements; (d) no Certificate information provided to NIFT infringes the intellectual property rights of any third parties; (e) the information in the Certificate application(s) (including email address) has not been and will not be used for any unlawful purpose; (f) Customer's RAA has been (since the time of the RAA Certificate's creation) and will remain the only person(s) possessing the RAA Certificate(s) 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 which is secure and protected; (g) Customer will use the RAA Certificate exclusively for authorized and legal purposes consistent with this Agreement; (h) Customer will not in any manner monitor, interfere with or reverse engineer the technical implementation of the NIFT systems or Software or otherwise knowingly compromise the security of the NIFT systems or Software; (i) Customer agrees strictly not under any circumstances to modify, translate, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt by any means to discover or obtain the source code for the Software. The Software is licensed, not sold; (j) Customer warrants and agrees that a Certificate or any Digital Certificate or Signature issued by NIFT, VeriSign or any of their Affiliates in this Agreement and in any other agreement with NIFT, VeriSign or their Affiliates correspond to the definition of an advanced electronic signature as prescribed by the Electronic Transactions Ordinance 2002 and upon the issuance of a Certificate, the Customers, Subscribers, and Relying Parties agree to this CPS, and waive any right to raise any objection to the compliance of the Certificate or Digital Certificate with the definition of an advanced electronic signature for the purposes of the Electronic Transactions Ordinance 2002.

### 3. **NIFT'S OBLIGATIONS**

(a) **Services.** NIFT shall provide Customer with the Services indicated in this Exhibit throughout the Service Period. NIFT shall issue, manage, revoke, and/or renew Certificates in accordance with the instructions provided by Customer and its Administrator(s). Upon Customer's approval of a

Certificate Application, NIFT: (i) shall be entitled to rely upon the correctness of the information in each such approved Certificate Application, and (ii) shall issue a Certificate for the Certificate Applicant for which such Certificate Application was submitted. Certificates issued or licensed under this Agreement, including RAA Certificates, will have a maximum Operational Period of twelve (12) months from the date each Certificate is issued.

(b) **RAA Certificate.** Upon NIFT's completion of authentication procedures required for the RAA Certificate, NIFT will process Customer's RAA Certificate Application(s). NIFT will notify Customer whether Customer's RAA Certificate Application is approved or rejected. RAA's use of the PIN from NIFT to pick up the RAA Certificate or otherwise installing or using the RAA Certificate is considered Customer's and RAA's acceptance of the RAA Certificate. After the RAA picks up or otherwise installs the RAA Certificate, the RAA must review the information in it before using it and promptly notify NIFT of any errors. Upon receipt of such notice, NIFT may revoke the RAA Certificate and issue a corrected RAA Certificate.

(c) **CA Key Generation.** During a single CA Key Generation event, NIFT shall generate for Customer, pairs of CA keys for use in signing Certificates issued by NIFT on behalf of Customer for use in Customer's Private Hierarchy. Customer's Private Key of each pair shall be stored in one or more Certificate Signing Units.

(d) **NIFT Warranty.** NIFT warrants that there are no errors introduced by NIFT in the Certificate information as a result of NIFT's failure to use reasonable care in creating the Certificate.

### 4. **ADDITIONAL TERMS**

Each Service account includes at least one CA Certificate. Additional CA Certificates for a given volume may be purchased by Customer after the Effective Date. For Single Application Managed PKI Certificate Services, additional CA Certificates may be purchased, but may not be activated until Customer purchases Multi-Application Managed PKI Certificate Services, and each User will be limited to one Certificate per year (except for Managed PKI Key Management Service deployments with dual key option). Automated Administration hardware components become the property of Customer, but upon termination of Service any NIFT Certificates stored in the hardware will be revoked. Administrator Kits consist of a smart card, smart card reader, software and one (1) Administrator Certificate. Any extraction

of CA Certificates and/or corresponding key pairs from the NIFT systems and Services will be subject to agreement of the parties.

**5. Vicarious Responsibility** - The Customer shall be liable, irrespective of whether the act of any of its employee, agent, representative or of anyone claiming through the Customer was within our outside the scope of their authority, employment or even if they were on a frolic of their own and hence the Customer will be liable vicariously, for all acts or omissions of any of the aforementioned whether direct or indirect that directly or indirectly resulted in any loss, injury or damage (consequential and expectational) to NIFT, VeriSign or any of their Affiliates.

**6. Electronic Transactions Ordinance 2002.** Notwithstanding section 31 of the Electronic Transactions Ordinance 2002, any document or electronic message or service or Certificate mentioned in this Agreement or any Exhibit hereto issued through electronic means shall be deemed to be a document, electronic message or service or Certificate for the purposes of the Electronic Transactions Ordinance, 2002 and all references to such document, electronic message or service or Certificate in this Agreement or any Exhibit hereto shall attract all the protections and exemptions provided for in the Electronic Transaction Ordinance 2002. Moreover, all Certificates, services and means to provide the same by NIFT, VeriSign and any non-NIFT CAs or RAs shall also attract all the privileges, protections and rights of the Electronic Transactions Ordinance, 2002. Notwithstanding anything in this Agreement or any Exhibit hereto or any related Agreement, NIFT does not provide any basic/international telephony service, wireless telegraphy apparatus, network termination point, public switched network, telecommunication service, telecommunication equipment, terminal equipment or telecommunication systems as defined in the Pakistan Telecommunication (Re-organization) Act, No.XVII of 1996 and provides its services under the protections, privileges and rights of the Electronic Transactions Ordinance,2002.

**EXHIBIT D**  
**CO-BRANDED CERTIFICATE SERVICES**  
**(MANAGED PKI)**

*[Affiliate should include only if it has the right to provide this service.]*

## BACKGROUND

Customer wishes to become a CA and RA within the VTN, and to outsource to NIFT the functions of issuing, managing, revoking, and/or renewing Client Certificates, while retaining for itself the RA functions of a CA; namely, validating and approving Certificate Applications and requesting revocation or renewal of Client Certificates in accordance with the NIFT CPS and Managed PKI Administrator's Handbook. This Exhibit governs the terms and conditions by which NIFT provides the Managed PKI Co-Branded Certification Services.

### 1. DEFINITIONS

**"Administrator Certificate"** means the Certificate issued by NIFT to the Customer employee designated as the Managed PKI Administrator for the sole purpose of accessing the Managed PKI Control Center to perform the Administrator functions.

**"Affiliated Individual"** means a human being that is affiliated with Customer: (i) as an officer, director, employee, partner, contractor, intern, or other person within the organization, or (ii) as a person maintaining a contractual relationship with Customer where Customer has business records providing strong assurances of the identity of such person.

**"Certificate"** or **"Digital Certificate"** means a message that, at least, states a name or identifies the issuing CA, identifies the Subscriber, contains the Subscriber's Public Key, identifies the Certificate's Operational Period, contains a Certificate serial number, and contains a Digital Signature of the issuing CA and therefore it is agreed by the Customer that it corresponds to the definition of an advanced electronic signature as prescribed by the Electronic Transactions Ordinance 2002 and the Customer waives any right to raise any objection to the compliance of the Certificate or Digital Certificate to definition that of an advanced electronic signature for the purposes of the Electronic Transactions Ordinance 2002.

**"Certificate Applicant"** means a person or authorized agent that requests the issuance of a Certificate by a CA.

**"Certificate Application(s)"** means a request from a Certificate Applicant (or authorized agent) to a CA for the issuance of a Certificate.

**"Certification Authority"** or **"CA"** means a Person authorized to issue, suspend, or revoke Certificates and shall include NIFT and any other legal or natural persons authorized by NIFT in writing to perform the

activities described herein. and the Customer agrees that provisions, protections, exemptions and waivers under the Electronic Transactions Ordinance 2002 are attracted to such Certification Authority and the Customer waives any right to deny to NIFT any such provisions, protections, exemptions and waivers or object to the Certification Authority having the provisions, protections, exemptions and waivers under the Electronic Transactions Ordinance 2002.

**"Certificate Signing Unit"** or **"CSU"** means a hardware unit or software designed for use in signing Certificates and key storage.

**"Certification Practices Statement"** or **"CPS"** means a document, as revised from time to time, representing a statement of the practices a CA or RA employs in issuing Certificates. NIFT's CPS is published at [\[provide URL\]](#).

**"Erroneous Issuance"** means: (a) issuance of a Certificate in a manner not materially in accordance with the procedures required by the CPS, or the Managed PKI Administrator's Handbook (b) issuance of a Certificate (other than a Class 1 Certificate) to a Person other than the one named as the subject of the Certificate, or (c) issuance of a Certificate (other than a Class 1 Certificate) without the authorization of the Person named as the subject of the Certificate.

**"Impersonation"** shall mean requesting and being issued a Certificate based on false or falsified information relating to naming or identity.

**"Key Generation"** means the NIFT procedures for proper generation of Customer's Public Key and Private Key via a trustworthy process and for storage of Customer's Private Key and documentation thereof.

**"Operational Period"** means a period starting with the date and time a Certificate is issued (or on a later date and time certain if stated in the Certificate) and ending with a date and time at which the Certificate expires or is earlier revoked.

**"Private Key"** means a mathematical key (kept secret by the holder) used to create Digital Signatures and, depending upon the algorithm, to decrypt messages or files encrypted (for confidentiality) with the corresponding Public Key.

**"Public Key"** means a mathematical key that can be made publicly available and which is used to verify signatures created with its corresponding Private Key. Depending on the algorithm, Public Keys are also used to encrypt messages or files which can then be decrypted with the corresponding Private Key.

**"Registration Authority"** or **"RA"** is an entity approved by a CA to assist persons in applying for

Certificates and/or revoking (or where authorized, suspending) Certificates, and approving such applications, in connection with the Co-Branded Certificate Services. and is liable for all acts done, information provided and approvals of applications and/or any instructions issued to the **Certification Authority** or CA. An RA is not the agent of a Certificate applicant. An RA may not delegate the authority to approve Certificate Applications other than to authorized RAAs of the RA.

**"Registration Authority Administrator"** or **"RAA"** is an employee of an RA that is responsible for carrying out the functions of an RA.

**"RAA Certificate"** shall mean a Class 3 RAA Administrator Certificate issued by NIFT for the purposes of enabling the RAAs to function within the VTN.

**"Seat"** means a single individual that is an authorized end user of the Service, without regard to the number of Certificates actually issued to such individual.

**"Subject"** means the holder of a private key corresponding to a public key. The term "Subject" can, in the case of an organizational Certificate, refer to the equipment or device that holds a private key. A Subject is assigned an unambiguous name, which is bound to the public key contained in the Subject's Certificate.

**"Subscriber"** means a person who 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.

**"Subscriber Agreement"** is the agreement executed between a Subscriber and the CA or NIFT relating to the provision of designated Certificate related Services and governing the Subscriber's rights and obligations relating to the Certificate.

**When the Co-Branded Certificate Service is sold with Premium Validation, the following additional definitions apply:**

**"Certificate Revocation List"** or **"CRL"** is a periodically (or exigently) issued list, digitally signed by a CA, of identified Certificates that have been revoked prior to their expiration dates. The list generally indicates the CRL issuer's name, the date of issue, the date of the next scheduled CRL issue, the revoked certificates' serial numbers, and the specific times and reasons for revocation.

**"Online Certificate Status Protocol"** or **"OCSP"** is a protocol for providing Relying Parties with real-time Certificate Status Information, and may be accessed (by

customers who have purchased OCSP support) by querying the appropriate NIFT OCSP Responder at a URL specified by NIFT.

**"Premium CRL(s)"** means CRLs which NIFT updates more frequently than standard CRLs and makes available to customers who have purchased Premium CRL access at a URL specified by NIFT.

**"Premium Validation"** means, collectively, the services by which Premium CRLs and OCSP information are made available to customers.

## 2. APPOINTMENT

(a) **Appointments.** NIFT hereby appoints Customer as a non-NIFT CA within the VTN pursuant to the NIFT CPS, and Customer accepts such appointment

(b) **Certification and Registration Authority.** Except for the functions outsourced to NIFT under this Exhibit, Customer shall meet all requirements and perform all obligations imposed upon a CA and/or RA within the VTN under the NIFT CPS as amended from time to time, including without limitation the duties in Section 4 of this Exhibit.

## 3. NIFT CPS AND THE MANAGED PKI ADMINISTRATOR'S HANDBOOK

Customer must comply with the applicable requirements of the NIFT CPS and the Managed PKI Administrator's Handbook published at the Managed PKI Control Center, as periodically amended. NIFT shall notify the Customer appointed Registration Authority Administrator ("RAA") of any amendments by posting the information to the Managed PKI Control Center.

## 4. CUSTOMER'S OBLIGATIONS

(a) **Registration Authority Administrator.** Customer Contact shall appoint one or more authorized Customer employees as RAA. Such RAA shall be entitled to appoint additional RAAs on Customer's behalf. Customer shall cause RAAs receiving Certificates hereunder to abide by the terms of the applicable Subscriber Agreement, which can be found in the Managed PKI Administrator's Handbook.

(b) **Registration Authority Requirements.** Customer shall comply with the requirements stated in the NIFT CPS and the Managed PKI Administrator's Handbook as periodically amended, including without limitation, requirements for validating the information in Certificate Applications, approving or rejecting such Certificate Applications, , and revoking Certificates, using hardware and software designated by NIFT.

Customer shall perform such tasks in a competent, professional and workmanlike manner. Customer shall approve a Certificate Application only if the Certificate Applicant is an Affiliated Individual. If a Subscriber that has been issued a Certificate by Customer ceases to be affiliated with Customer as an Affiliated Individual, Customer shall promptly request revocation of such Subscriber's Certificate through the Managed PKI Control Center. If an RAA ceases to have the authority to act as RAA on behalf of Customer, Customer shall promptly request revocation of the RAA Certificate of such RAA.

**(c) Customer's Subscribers.** Customer shall cause Subscribers receiving Certificates hereunder to abide by the terms of the appropriate Subscriber Agreement, to which they assented as a condition of enrolling for their Certificates. Customer will ensure that the "Limitation of Liability" terms set forth in the Agreement are incorporated into any agreement between Customer and a Subscriber relating to the NIFT Services or the subject matter of this Agreement.

**(d) Survival.** In addition to the termination provisions set forth in the Agreement, the revocation and security requirements in this Exhibit, the CPS, and the Managed PKI Administrator's Handbook shall survive termination of this Agreement until the end of the Operational Period of all Certificates issued hereunder.

**(e) Customer's Warranties.** In addition to the express limited warranties set forth in the Agreement, Customer warrants to NIFT that: (i) all information material relating to the issuance of a Certificate and validated by or on behalf of Customer is true and correct in all material respects; (ii) Customer's approval of Certificate applications will not result in Erroneous Issuance, including but not limited to Erroneous Issuance resulting from Impersonation and that Customer shall bear sole responsibility for any Erroneous Issuance taking place (iii) Customer has substantially complied with the CPS, the Managed PKI Administrator's Handbook, and the RA Requirements; (iv) no Certificate information provided to NIFT infringes the intellectual property rights of any third parties; (v) the information in the Certificate application(s) (including email address) has not been and will not be used for any unlawful purpose; (vi) Customer's RAA has been (since the time of the RAA Certificate's creation) and will remain the only person(s) possessing the RAA Certificate(s) 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 which is secure and protected; (vii) Customer will use the RAA Certificate exclusively for authorized and legal purposes consistent with this Agreement; (viii) Customer will not in any manner monitor, interfere with or reverse engineer the technical implementation of the NIFT systems or Software or the VTN, or otherwise knowingly compromise the security of the NIFT systems or Software or the VTN. Customer agrees strictly not under any circumstances to modify, translate, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt by any means to discover or obtain the source code for the Software. The Software is licensed, not sold; and (ix) Customer warrants and agrees that a Certificate or any Digital Certificate or Signature issued by NIFT, VeriSign or any of their Affiliates in this Agreement and in any other agreement with NIFT, VeriSign or their Affiliates correspond to the definition of an advanced electronic signature as prescribed by the Electronic Transactions Ordinance 2002 and upon the issuance of a Certificate, the Customers, Subscribers, and Relying Parties agree to this CPS, and waive any right to raise any objection to the compliance of the Certificate or Digital Certificate with the definition of an advanced electronic signature for the purposes of the Electronic Transactions Ordinance 2002.

**(f) Audit Rights.** NIFT may conduct an audit of Customer not more than once per year to ensure compliance with the terms of this Exhibit. Any such audit will be conducted during business hours upon reasonable written notice to Customer and will not unreasonably interfere with Customer's business activities. Customer will provide reasonable cooperation to NIFT in connection with any such audit. If an audit reveals that Customer has breached any term of this Exhibit, then: (i) Customer will pay NIFT's reasonable costs of conducting the audit, and (ii) notwithstanding the one audit per year limitation stated above, NIFT may conduct such further audits as it deems reasonably necessary to ensure compliance with the terms of this Exhibit. Routine annual audits may only cover the immediate preceding year of activity.

## 5. NIFT'S OBLIGATIONS

**(a) Services.** NIFT shall provide Customer with the Services specified in this Exhibit throughout the Service Period. NIFT shall issue, manage, revoke, and/or renew Client Certificates in accordance with the instructions provided by Customer and its RAA(s).

Upon Customer's approval of a Certificate Application, NIFT: (i) shall be entitled to rely upon the correctness of the information in each such approved Certificate Application, and (ii) shall issue a Certificate for the Certificate Applicant for which such Certificate Application was submitted. Certificates issued or licensed under this Agreement, including RAA Certificates, will have a maximum validity period of twelve (12) months from the date each Certificate is issued.

**(b) RAA Certificate.** Upon NIFT's completion of authentication procedures required for the RAA Certificate, NIFT will process Customer's RAA Certificate Application(s). NIFT will notify Customer whether Customer's RAA Certificate Application is approved or rejected. RAA's use of the PIN from NIFT to pick up the RAA Certificate or otherwise installing or using the RAA Certificate is considered Customer's and RAA's acceptance of the RAA Certificate. After the RAA picks up or otherwise installs the RAA Certificate, the RAA must review the information in it before using it and promptly notify NIFT of any errors. Upon receipt of such notice, NIFT may revoke the RAA Certificate and issue a corrected RAA Certificate.

**(c) CA Key Generation.** This Section applies to the extent Customer is a CA within the VTN. During a single Key Generation event, NIFT shall generate for Customer, pairs of CA keys for use in signing Certificates issued by NIFT on behalf of Customer for use in the VTN. Customer's Private Key of each key pair shall be stored in one or more Certificate Signing Units.

**(d) NIFT Warranties.** NIFT warrants that (a) there are no errors introduced by NIFT in the Certificate information as a result of NIFT's failure to use reasonable care in creating the Certificate, (b) The Certificate(s) comply in all material respects with the CPS, and (c) NIFT's revocation services and use of a repository conform to the CPS in all material aspects.

**6. INDEMNITY**

**(a) Customer Indemnification Condition(s):** any actual or alleged breach of the Subscriber Agreement by a Subscriber receiving an RAA Certificate hereunder. [????????????????????????????]

**7. ADDITIONAL TERMS**

Each Service account includes at least one CA Certificate. Additional CA Certificates for a given volume may be purchased by Customer after the Effective Date. For Single Application Managed PKI Certificate Services, additional CA Certificates may be

purchased, but may not be activated until Customer purchases Multi-Application Managed PKI Certificate Services, and each User will be limited to one Certificate per year (except for Managed PKI Key Management Service deployments with dual key option). Automated Administration hardware components become the property of Customer, but upon termination of Service any NIFT Certificates stored in the hardware will be revoked. Administrator Kits consist of a smart card, smart card reader, software and one (1) Administrator Certificate. Any extraction of CA Certificates and/or corresponding key pairs from the NIFT systems and Services will be subject to agreement of the parties.

Customer shall ensure that certificate applicants are properly identified and authenticated and that certificate applications are complete, accurate and duly authorized; inform certificate applicants of the terms and conditions regarding use of the certificate; verify the identity and, if applicable, any specific attributes of the certificate applicant to which a the certificate is issued; and retain a copy of the agreement made with the certificate applicant. In addition, Customer shall check the identity of the certificate applicant against a physical person either directly or indirectly using means which provides equivalent assurance to physical presence through evidence of the full name, date and place of birth, a nationally recognized identity number including NIC), or other attributes which may be used to, as far as possible, distinguish the person from others with the same name. Customer shall also require certificate applicant to provide a physical address, or other attributes, which describe how the certificate applicant may be contacted. Customer shall also communicate to certificate applicants whether Customer requires certificate applicants to use Secure Signature-Creation Devices.

**5. Vicarious Responsibility -** The Customer shall be liable, irrespective of whether the act of any of its employee, agent, representative or of anyone claiming through the Customer was within our outside the scope of their authority, employment or even if they were on a frolic of their own and hence the Customer will be liable vicariously, for all acts or omissions of any of the aforementioned whether direct or indirect that directly or indirectly resulted in any loss, injury or damage (consequential and expectational) to NIFT, VeriSign or any of their Affiliates.

**6. Electronic Transactions Ordinance 2002.**

Notwithstanding section 31 of the Electronic Transactions Ordinance 2002, any document or electronic message or service or Certificate mentioned in this Agreement or any Exhibit hereto issued through electronic means shall be deemed to be a document, electronic message or service or Certificate for the purposes of the Electronic Transactions Ordinance, 2002 and all references to such document, electronic message or service or Certificate in this Agreement or any Exhibit hereto shall attract all the protections and exemptions provided for in the Electronic Transaction Ordinance 2002. Moreover, all Certificates, services and means to provide the same by NIFT, VeriSign and any non-NIFT CAs or RAs shall also attract all the privileges, protections and rights of the Electronic Transactions Ordinance, 2002. Notwithstanding anything in this Agreement or any Exhibit hereto or any related Agreement, NIFT does not provide any basic/international telephony service, wireless telegraphy apparatus, network termination point, public switched network, telecommunication service, telecommunication equipment, terminal equipment or telecommunication systems as defined in the Pakistan Telecommunication (Re-organization) Act, No.XVII of 1996 and provides its services under the protections, privileges and rights of the Electronic Transactions Ordinance,2002.

**EXHIBIT E**  
**MANAGED PKI KEY MANAGEMENT SERVICE**

**BACKGROUND**

Customer wishes to use the Managed PKI Key Management Service to generate key pairs on behalf of its Subscribers, back up Subscribers' Private Keys in encrypted form, manage such Private Keys, and use NIFT's Key Recovery Service to recover such Private Keys in accordance with the Key Management Service Administrator's Guide and this Exhibit. NIFT is willing to permit Customer to use the Managed PKI Key Management Service under the terms and conditions below and in the Key Management Service Administrator's Guide.

**1. DEFINITIONS**

**"Erroneous Key Recovery"** means: (a) recovery and transmission of a Private Key in a manner not materially in accordance with the procedures required in the Managed PKI Administrator's Handbook, (b) recovery and transmission of a Private Key to a Person other than the Subscriber that is the rightful holder of the Private Key, and (c) recovery and transmission of a Private Key without the authorization of the Subscriber that is the rightful holder of the Private Key.

Notwithstanding the foregoing, Erroneous Key Recovery does not include: (a) Customer's recovery of a Subscriber's Private Key and transmission to law enforcement officials in response to a search warrant or subpoena; (b) Customer's recovery of a Subscriber's Private Key and transmission in response to judicial or administrative process; or (c) Customer's recovery of a Subscriber's Private Key to obtain access to messages that are intended to be decrypted by use of such Private Key, even without Subscriber's authorization, for Customer's legitimate and lawful business purposes.

**"Key Manager Administrator"** means a person that shall use trustworthy systems to generate key pairs, send Public Keys and Private Key recovery information to NIFT, store Private Keys, and transmit Private Keys to Subscribers.

**"Key Recovery Impersonation"** means a Person's requesting and receiving from Customer a Subscriber's Private Key by submitting to Customer false or falsified information relating to naming or identity indicating that such Person is such Subscriber.

**2. CUSTOMER'S KEY RECOVERY DUTIES**

(a) **Key Manager Administrator.** Customer Contact shall appoint one or more authorized Customer employees as Key Manager Administrator ("KMA"). KMAs may have different roles, such as a security administrator role or a key recovery role. Only KMAs with a security administrator role shall be entitled to appoint additional KMAs on Customer's behalf. If any KMA is no longer authorized to recover keys, Customer shall configure the Managed PKI Control Center to prevent such KMA from performing key recovery functions. Customer must comply with the applicable requirements of the Key Management Service Administrator's Guide published at the Managed PKI Control Center, as periodically amended. NIFT shall notify the Customer-appointed Administrator of any amendments to the Key Management Service Administrator's Guide by posting the information to the Managed PKI Control Center.

(b) **Key Manager Registration Authority Requirements.** Customer shall comply with the requirements stated in the Key Management Service Administrator's Guide as periodically amended, including without limitation, requirements for generating Key Pairs on behalf of Certificate Applicants, transmitting Public Keys to NIFT for inclusion in Certificates to be issued to such Certificate Applicants, transmitting key recovery information to NIFT, validating requests from Subscribers recovering their Private Keys to ensure that they are in fact from such Subscribers, approving or rejecting such requests, using hardware and software designated by NIFT, using the Managed PKI Key Management Service to request the information needed to recover Private Keys, and (where appropriate) transmitting recovered Private Keys to the requesting Subscribers. Customer shall use trustworthy systems to generate key pairs, send Public Keys and Private Key recovery information to NIFT, store Private Keys, and transmit Private Keys to Subscribers.

(c) **Manner of Performance.** Customer shall perform the tasks in Section 2(b) above in a competent, professional and workmanlike manner. Customer shall utilize NIFT's Software and Services provided under this Exhibit exclusively for lawful purposes and for purposes consistent with the Key Management Service Administrator's Guide and, with respect to the Managed-PKI Co-Branded Certificate Services, if applicable, the NIFT CPS.

(d) **Export Compliance.** Regardless of any disclosure made by Customer to NIFT of the location of Subscribers receiving Private Keys generated by Customer under this Exhibit and, notwithstanding anything contained in this Agreement or any Exhibit hereof to the contrary, Customer will not, either directly or indirectly, generate and send Private Keys to Persons outside Pakistan and/or provide Certificates to such Persons containing Public Keys corresponding to such Private Keys, without first obtaining any and all necessary licenses from the Pakistan and United States government or agencies or any other country for which such government or any agency thereof requires an export license or other governmental approval at the time such Private Keys are sent to such Persons or at the time such Certificates are provided to such Persons.

(e) **Customer's Warranties.** In addition to the express limited warranties contained in this Agreement or any Exhibit hereof, Customer warrants to NIFT that: (i) each request submitted to NIFT by Customer for information to recover a Subscriber's Private Keys after Customer has received a request for the same from someone purporting to be such Subscriber has in fact been submitted to Customer, and authorized, by such Subscriber, (ii) requests generated by Customer for information to recover a Subscriber's Private Key without the Subscriber's permission are authorized by Customer for the legitimate and lawful business purposes of Customer, (iii) without limiting the generality of the foregoing, a request submitted to NIFT by Customer for information to recover a Subscriber's Private Key will not result in an Erroneous Key Recovery, including but not limited to Erroneous Key Recovery resulting from Key Recovery Impersonation, (iv) Customer warrants and agrees that a Certificate or any Digital Certificate or Signature issued by NIFT, VeriSign or any of their Affiliates in this Agreement and in any other agreement with NIFT, VeriSign or their Affiliates correspond to the definition of an advanced electronic signature as prescribed by the Electronic Transactions Ordinance 2002 and upon the issuance of a Certificate, the Customers, Subscribers, and Relying Parties agree to this CPS, and waive any

right to raise any objection to the compliance of the Certificate or Digital Certificate with the definition of an advanced electronic signature for the purposes of the Electronic Transactions Ordinance 2002. and (v) Customer has substantially complied with the Key Management Service Administrator's Guide.

#### **NIFT'S OBLIGATIONS**

NIFT shall provide Customer with the use of the Managed PKI Key Management Service as set forth herein, to be used concurrently with the NIFT Managed PKI Services.

(a) **RAA Certificate.** Upon approval of Certificate Application(s) of the KMA(s), if any, NIFT shall issue an RAA Certificate or Administrator Certificate to each such KMA as appropriate to obtain access to the Services provided under this Exhibit.

(b) **Placement of Public Keys in Certificates.** After Customer generates a Key Pair on behalf of a Certificate Applicant (upon approval of a Certificate Application) and transmits the Public Key to NIFT, NIFT shall place such Public Key in a Certificate and issue the Certificate pursuant to the applicable Managed PKI Certificate Service terms.

(c) **NIFT Centralized Key Management Service.** NIFT shall authenticate requests received from Customer's KMA for a Subscriber's Private Key that Customer generated or approved in accordance with Key Management Service Administrator's Guide. If NIFT authenticates the request, it shall provide Customer with Key Recovery information needed to recover such Subscriber's Private Key.

#### **LIABILITY RELATING TO REQUESTS FOR PRIVATE KEYS**

CUSTOMER SHALL BEAR EXCLUSIVE RESPONSIBILITY, AND LIABILITY TO ANY AND ALL PERSONS, FOR THE GENERATION OR AUTHENTICATION OF ALL REQUESTS FOR PRIVATE KEYS THAT CUSTOMER SUBMITS TO NIFT AND FOR THE CONDUCT OF KMAs. NIFT DISCLAIMS ALL SUCH RESPONSIBILITY AND LIABILITY.

**6. Vicarious Responsibility -** The Customer shall be liable, irrespective of whether the act of any of its employee, agent, representative or of anyone claiming through the Customer was within or outside the scope of their authority, employment or even if they were on a frolic of their own and hence the Customer will be liable vicariously, for all acts or omissions of any of the aforementioned whether direct or indirect

that directly or indirectly resulted in any loss, injury or damage (consequential and expectational) to NIFT, VeriSign or any of their Affiliates.

**7. Electronic Transactions Ordinance 2002.**

Notwithstanding section 31 of the Electronic Transactions Ordinance 2002, any document or electronic message or service or Certificate mentioned in this Agreement or any Exhibit hereto issued through electronic means shall be deemed to be a document, electronic message or service or Certificate for the purposes of the Electronic Transactions Ordinance, 2002 and all references to such document, electronic message or service or Certificate in this Agreement or any Exhibit hereto shall attract all the protections and exemptions provided for in the Electronic Transaction Ordinance 2002. Moreover, all Certificates, services and means to provide the same by NIFT, VeriSign and any non-NIFT CAs or RAs shall also attract all the privileges, protections and rights of the Electronic Transactions Ordinance, 2002. Notwithstanding anything in this Agreement or any Exhibit hereto or any related Agreement, NIFT does not provide any basic/international telephony service, wireless telegraphy apparatus, network termination point, public switched network, telecommunication service, telecommunication equipment, terminal equipment or telecommunication systems as defined in the Pakistan Telecommunication (Re-organization) Act, No.XVII of 1996 and provides its services under the protections, privileges and rights of the Electronic Transactions Ordinance,2002.

**EXHIBIT F**  
**MANAGED PKI ENTERPRISE ROAMING SERVICE**  
**(SPLIT HOSTED OR NIFT HOSTED)**

**[Note: The two types of Roaming covered in this Exhibit F are not included in versions MPKI 6.0 and later.]**

**BACKGROUND**

Customer wishes to use the Managed PKI Enterprise Roaming Service (the "Service") to enable its end users to securely download their Private Key and Certificate from any client terminal thereby giving the end user "roaming capabilities". NIFT grants Customer the right to use the Service under the terms and conditions set forth in this Exhibit and in accordance with the NIFT Roaming Service Administrator's Guide. This Exhibit includes NIFT's standard terms for both the Split Hosted and the NIFT Hosted versions of the Service.

**1. DEFINITIONS**

**"Encrypted Private Profile"** means the encrypted information relating to a Subscriber's Private Key and Certificate.

**"Split Hosted"** means the version of the NIFT Managed PKI Enterprise Roaming Service in which the roaming servers are distributed between the Customer and the NIFT premises.

**"Symmetric Key"** means a key to be used to decrypt or encrypt a Subscriber's Encrypted Private Profile.

**"Symmetric Key Information"** means the information used to generate a Symmetric Key.

**"NIFT Hosted"** means the version of the NIFT Managed PKI Enterprise Roaming Service in which the roaming servers are located at the NIFT premises.

**2. CUSTOMER'S OBLIGATIONS**

(a) **Appointment.** Customer Contact shall appoint one or more authorized Customer employees as Roaming Service Center Administrator(s) ("RSCA") or use its existing Administrators or RAA's, whichever the case may be, to access the Roaming Service Center and perform the functions described below.

(b) **Roaming Administrator Functions.** Customer must comply with the applicable requirements of the Roaming Service Administrator's Guide published at the Managed PKI Control Center, as periodically amended. NIFT shall notify the Customer of any amendments to the Roaming Service Administrator's Guide by posting the information to the Managed PKI Control Center. Customer shall also comply with the

Managed PKI Certificate Service requirements, as applicable, to validate the information in Certificate Applications, approve or reject such Certificate Applications, use hardware and software designated by NIFT, and instruct NIFT to issue Certificates to such Certificate Applicants. In the Split Hosted Service version, Customer, through the NIFT Personal Trust Agent ("PTA"), shall (i) ensure that a Subscriber's Encrypted Private Profile needed to recover a Subscriber's Private Key, is stored in Customer's designated roaming and storage servers, and (ii) store information used to generate a Subscriber's Symmetric Key, in Customer's roaming server(s) in accordance with the NIFT Roaming Service Administrator's Guide. The Customer warrants and agrees that a Certificate or any Digital Certificate or Signature issued by NIFT, VeriSign or any of their Affiliates in this Agreement and in any other agreement with NIFT, VeriSign or their Affiliates correspond to the definition of an advanced electronic signature as prescribed by the Electronic Transactions Ordinance 2002 and upon the issuance of a Certificate, the Customers, Subscribers, and Relying Parties agree to this CPS, and waive any right to raise any objection to the compliance of the Certificate or Digital Certificate with the definition of an advanced electronic signature for the purposes of the Electronic Transactions Ordinance 2002.

(c) **Roaming Subscribers.** Customer shall bear full responsibility for ensuring that only those Subscribers validated and approved by Customer, shall receive access to the NIFT Roaming Services provided herein.

**3. NIFT'S OBLIGATIONS**

NIFT shall provide Customer with the use of the Managed PKI Enterprise Roaming Service as set forth herein, to be used concurrently with the NIFT Managed PKI Services.

(a) **Certificate Issuance.** NIFT's issuance of Certificates for use with the Managed PKI Enterprise Roaming Service will be subject to the Managed PKI Certificate Service terms.

**(b) Symmetric Key Data.** Either the NIFT PTA and/or Roaming API software may be used by Customer to (i) obtain a Subscriber's Encrypted Private Profile from Customer's designated storage server; (ii) obtain the information from NIFT's and/or Customer's roaming servers (as applicable) to generate a Subscriber's Symmetric Key, and (iii) use the Symmetric Key to decrypt a Subscriber's Encrypted Private Profile, thereby allowing the Subscriber to use their Private Key and Certificate contained therein. In the NIFT Hosted Service version, the Subscribers' Symmetric Key Information is stored in NIFT's designed roaming server(s) and automatically erased after it is used to generate a Symmetric Key.

**(c) Export License.** NIFT will maintain the licenses necessary to provide the Managed PKI Roaming Service, subject to the terms of NIFT's and its licensors' export license agreement with the U.S. Department of Commerce, Bureau of Export Administration.

**(d) Disaster Recovery.** In the NIFT Hosted Service version, NIFT will provide disaster recovery capability following the completed or operational implementation of the Service. Such disaster recovery capability will be the same capability used for NIFT's own system operation and will not include Customer specific business continuity or processes.

## **5. CUSTOMER'S LIABILITY RELATING TO SUBSCRIBERS' PRIVATE DATA**

CUSTOMER SHALL BEAR EXCLUSIVE RESPONSIBILITY, AND LIABILITY TO ANY AND ALL PERSONS, FOR THE SECURITY OF ITS SUBSCRIBERS' ENCRYPTED PRIVATE PROFILE. NIFT DISCLAIMS ALL SUCH RESPONSIBILITY AND LIABILITY.

**6. Vicarious Responsibility** - The Customer shall be liable, irrespective of whether the act of any of its employee, agent, representative or of anyone claiming through the Customer was within or outside the scope of their authority, employment or even if they were on a frolic of their own and hence the Customer will be liable vicariously, for all acts or omissions of any of the aforementioned whether direct or indirect that directly or indirectly resulted in any loss, injury or damage (consequential and expectational) to NIFT, VeriSign or any of their Affiliates.

## **7. Electronic Transactions Ordinance 2002.**

Notwithstanding section 31 of the Electronic

Transactions Ordinance 2002, any document or electronic message or service or Certificate mentioned in this Agreement or any Exhibit hereto issued through electronic means shall be deemed to be a document, electronic message or service or Certificate for the purposes of the Electronic Transactions Ordinance, 2002 and all references to such document, electronic message or service or Certificate in this Agreement or any Exhibit hereto shall attract all the protections and exemptions provided for in the Electronic Transaction Ordinance 2002. Moreover, all Certificates, services and means to provide the same by NIFT, VeriSign and any non-NIFT CAs or RAs shall also attract all the privileges, protections and rights of the Electronic Transactions Ordinance, 2002. Notwithstanding anything in this Agreement or any Exhibit hereto or any related Agreement, NIFT does not provide any basic/international telephony service, wireless telegraphy apparatus, network termination point, public switched network, telecommunication service, telecommunication equipment, terminal equipment or telecommunication systems as defined in the Pakistan Telecommunication (Re-organization) Act, No.XVII of 1996 and provides its services under the protections, privileges and rights of the Electronic Transactions Ordinance,2002.

**EXHIBIT G**  
**MANAGED PKI ROAMING SERVICE**  
**(CUSTOMER-HOSTED)**

**BACKGROUND**

Customer wishes to use the Managed PKI Roaming Service to enable its end users to securely download their Private Key and Certificate from any client terminal thereby giving the end user "roaming capabilities". NIFT grants Customer the right to use the Managed PKI Roaming Service under the terms and conditions set forth in this Exhibit and in accordance with the NIFT Roaming Service Administrator's Guide.

**1. DEFINITIONS**

**"Encrypted Private Profile"** means the encrypted information relating to a Subscriber's Private Key and Certificate.

**"Symmetric Key"** means a key to be used to decrypt or encrypt a Subscriber's Encrypted Private Profile.

**"Symmetric Key Information"** means the information used to generate a Symmetric Key.

**2. CUSTOMER'S OBLIGATIONS**

*(a) Appointment.* Customer Contact shall appoint one or more authorized Customer employees as Roaming Service Center Administrator(s) ("RSCA") or use its existing Administrators or RAA's, whichever the case may be, to access the Roaming Service Center and perform the functions described below.

*(b) Roaming Administrator Functions.* Customer must comply with the applicable requirements of the Roaming Service Administrator's Guide published at the Managed PKI Control Center, as periodically amended. NIFT shall notify the Customer of any amendments to the Roaming Service Administrator's Guide by posting the information to the Managed PKI Control Center. Customer shall also comply with the Managed PKI Service requirements, as applicable, to validate the information in Certificate Applications, approve or reject such Certificate Applications, use hardware and software designated by NIFT, and instruct NIFT to issue Certificates to such Certificate Applicants. Customer, through the NIFT Personal Trust Agent ("PTA"), shall (i) ensure that a Subscriber's Encrypted Private Profile needed to recover a Subscriber's Private Key, is stored in Customer's designated roaming and storage servers, and (ii) store information used to generate a Subscriber's Symmetric Key, in Customer's roaming

server in accordance with the NIFT Roaming Service Administrator's Guide. The Customer warrants and agrees that a Certificate or any Digital Certificate or Signature issued by NIFT, VeriSign or any of their Affiliates in this Agreement and in any other agreement with NIFT, VeriSign or their Affiliates correspond to the definition of an advanced electronic signature as prescribed by the Electronic Transactions Ordinance 2002 and upon the issuance of a Certificate, the Customers, Subscribers, and Relying Parties agree to this CPS, and waive any right to raise any objection to the compliance of the Certificate or Digital Certificate with the definition of an advanced electronic signature for the purposes of the Electronic Transactions Ordinance 2002.

*(c) Roaming Subscribers.* Customer shall bear full responsibility for ensuring that only those Subscribers validated and approved by Customer, shall receive access to the NIFT Roaming Services provided herein.

**3. NIFT'S OBLIGATIONS**

NIFT shall provide Customer with the use of the Managed PKI Roaming Service as set forth herein, to be used concurrently with the NIFT Managed PKI Services.

*(a) Certificate Issuance.* NIFT's issuance of Certificates for use with the Managed PKI Enterprise Roaming Service will be subject to the Managed PKI Certificate Service terms.

*(b) NIFT Roaming Service.* The NIFT PTA and/or Roaming API software may be used by Customer to (i) obtain a Subscriber's Encrypted Private Profile from Customer's designated storage server; (ii) obtain the information from both of Customer's roaming and storage servers to generate a Subscriber's Symmetric Key, and (iii) use the Symmetric Key to decrypt a Subscriber's Encrypted Private Profile, thereby allowing the Subscriber to use their Private Key and Certificate contained therein.

*(c) Export License.* NIFT will maintain the licenses necessary to provide the Managed PKI Roaming Service, subject to the terms of NIFT's and its licensors' export license agreement with the U.S. Department of Commerce, Bureau of Export Administration.

**4. CUSTOMER'S LIABILITY RELATING TO A SUBSCRIBERS PRIVATE DATA**

CUSTOMER SHALL BEAR EXCLUSIVE RESPONSIBILITY, AND LIABILITY TO ANY AND ALL PERSONS, FOR THE SECURITY OF ITS SUBSCRIBERS ENCRYPTED PRIVATE PROFILE. NIFT DISCLAIMS ALL SUCH RESPONSIBILITY AND LIABILITY.

**5. Vicarious Responsibility** - The Customer shall be liable, irrespective of whether the act of any of its employee, agent, representative or of anyone claiming through the Customer was within our outside the scope of their authority, employment or even if they were on a frolic of their own and hence the Customer will be liable vicariously, for all acts or omissions of any of the aforementioned whether direct or indirect that directly or indirectly resulted in any loss, injury or damage (consequential and expectational) to NIFT, VeriSign or any of their Affiliates.

**6. Electronic Transactions Ordinance 2002.**

Notwithstanding section 31 of the Electronic Transactions Ordinance 2002, any document or electronic message or service or Certificate mentioned in this Agreement or any Exhibit hereto issued through electronic means shall be deemed to be a document, electronic message or service or Certificate for the purposes of the Electronic Transactions Ordinance, 2002 and all references to such document, electronic message or service or Certificate in this Agreement or any Exhibit hereto shall attract all the protections and exemptions provided for in the Electronic Transaction Ordinance 2002. Moreover, all Certificates, services and means to provide the same by NIFT, VeriSign and any non-NIFT CAs or RAs shall also attract all the privileges, protections and rights of the Electronic Transactions Ordinance, 2002. Notwithstanding anything in this Agreement or any Exhibit hereto or any related Agreement, NIFT does not provide any basic/international telephony service, wireless telegraphy apparatus, network termination point, public switched network, telecommunication service, telecommunication equipment, terminal equipment or telecommunication systems as defined in the Pakistan Telecommunication (Re-organization) Act, No.XVII of 1996 and provides its services under the protections, privileges and rights of the Electronic Transactions Ordinance,2002.

**EXHIBIT H**  
**MANAGED PKI FOR SSL CERTIFICATE SERVICES**  
**(STANDARD AND/OR PREMIUM EDITION)**

**BACKGROUND**

Customer wishes to become an RA within the VTN and to perform the RA functions of validating and approving Certificate Applications and requesting revocation or renewal of SSL Certificates in accordance with the NIFT CPS and Managed PKI for SSL Administrator's Handbook. Except as indicated below, the terms of this Exhibit apply to both the Standard Edition version of the Managed PKI for SSL Certificate Services ("Service") and the Premium Edition of the Service.

**1. DEFINITIONS**

"Affiliated Individuals" shall mean a natural person that is related to Customer (i) as an officer, director, employee, partner, contractor, intern, or other person within Customer, (ii) as a member of a NIFT registered community of interest, or (iii) as a person maintaining a relationship with Customer where Customer has business or other records providing appropriate assurances of the identity of such person.

"Certificate" or "Digital Certificate" means a message that, at least, states a name or identifies the issuing CA, identifies the Subscriber, contains the Subscriber's Public Key, identifies the Certificate's Operational Period, contains a Certificate serial number, and contains a Digital Signature of the issuing CA.

"Certificate Application(s)" means a request to a CA for the issuance of a Certificate.

"Certification Authority" or "CA" means a Person authorized to issue, suspend, or revoke Certificates and shall include NIFT and any other legal or natural persons authorized by NIFT in writing to perform the activities described herein.

"Impersonation" shall mean requesting and being issued a Certificate based on false or falsified information relating to naming or identity.

"Registration Authority" or "RA" is an entity approved by a CA to assist with application for Certificates and/or revoking (or where authorized, suspending) Certificates, and approving such applications, in connection with the Service. An RA is not the agent of a Certificate applicant, and may not

delegate the authority to approve Certificate Applications other than to authorized RAAs of the RA. "Registration Authority Administrator" or "RAA" is an employee of an RA that is responsible for carrying out the functions of an RA.

"Subject" means the holder of a private key corresponding to a public key. The term "Subject" can, in the case of an organizational Certificate, refer to the equipment or device that holds a private key. A Subject is assigned an unambiguous name, which is bound to the public key contained in the Subject's Certificate.

"SSL Certificate" shall mean a Class 3 organizational certificate used to support SSL sessions between a web browser and web server that uses encryption.

"SSL Premium Certificate" shall mean a Class 3 organizational certificate used to support SSL sessions between a web browser and web server that uses stronger encryption than an SSL Certificate.

**2. APPOINTMENT**

(a) *Appointments.* NIFT hereby appoints Customer as a non-NIFT RA within the VTN pursuant to the NIFT CPS, and Customer accepts such appointment.

(b) *Registration Authority.* This Section 2(b) applies to the extent Customer performs any of the functions or exercises any of the rights of an RA within the VTN. Customer shall meet all requirements and perform all obligations imposed upon an RA within the VTN under the NIFT CPS as amended from time to time, including without limitation the duties in Section 3 of this Exhibit.

**3. CUSTOMER'S OBLIGATIONS**

(a) *Registration Authority Administrator.* Customer Contact shall appoint one or more authorized Customer employees as RAAs. Such RAA shall be entitled to appoint additional RAAs on Customer's behalf. Customer shall cause RAAs receiving Certificates hereunder to abide by the terms of the applicable Subscriber Agreement, which can be found in the Managed PKI for SSL Administrator's Handbook.

(b) *Registration Authority Requirements.* Customer must comply with the applicable

requirements of the NIFT CPS and the Managed PKI for SSL Administrator's Handbook published at the Managed PKI Control Center, as periodically amended. NIFT shall notify the Customer appointed RAA of any amendments by electronic mail or by posting the information to the Managed PKI Control Center. Customer shall also comply with the requirements set forth in the NIFT CPS and the Managed PKI for SSL Administrator's Handbook, as periodically amended, for validating the information in Certificate Applications, approving or rejecting such Certificate Applications, using hardware and software designated by NIFT, and revoking Certificates. Customer shall perform such tasks in a competent, professional and workmanlike manner. Customer shall approve a Certificate application only if (i) the application was made on behalf of a server within Customer's organization; (ii) the Customer RA has authorized the use of Customer's organizational name in the Certificate; (iii) the Certificate Applicant is an Affiliated Individual; (iv) and Customer has authorized the use of a domain name ending in the domain name listed in Customer's RAA Certificate(s) (For example, if Customer's domain name in its RAA Certificate(s) is "company.com," then Certificate applicants can only request Certificates under this Agreement if their domain names end in "company.com."). If an RAA ceases to have the authority to act as RAA on behalf of Customer, Customer shall promptly request revocation of the RAA Certificate of such RAA. If Customer's Organizational name and/or domain registration change, Customer's RAA shall promptly request revocation all Certificates issued hereunder. Customer is prohibited from disclosing any challenge phrase, PIN, software or hardware mechanism protecting the RAA Certificate private key to a third party.

**(c) Survival.** In addition to the termination provisions set forth in the Agreement, the revocation and security requirements set forth in this Exhibit, the CPS, and the Managed PKI for SSL Administrator's Handbook shall survive termination of this Agreement until the end of the Operational Period of all Certificates issued hereunder.

**(d) Certificate Restrictions.** Customer is prohibited from using a Certificate (i) for or on behalf of any other organization or (ii) to perform private or public key operations in connection with any domain name and/or organization name other than the one(s) submitted by the RAA during enrollment; (iii) Customer is also prohibited from using a Certificate on more than one physical server or device at a time, unless Customer has selected the specific licensing

option on the enrollment screen that permits the use of a Certificate on one physical device with additional Certificate licenses for each physical server that each device manages, or where replicated Certificates may otherwise reside (the "Licensed Certificate Option"). Customer acknowledges and agrees that the Licensed Certificate Option can result in increased security risks to Customer's network and NIFT expressly disclaims any liability for breaches of security that result from the distribution of a single key across multiple devices. NIFT CONSIDERS THE UNLICENSED USE OF A CERTIFICATE ON A DEVICE THAT RESIDES ABOVE A SERVER OR SERVER FARM SOFTWARE PIRACY AND WILL PURSUE VIOLATORS TO THE FULLEST EXTENT OF THE LAW. If Customer chooses to display NIFT's Secure Site Seal (the "Seal"), it must install and display such Seal only in accordance with the Secure Site Seal Licensing Agreement posted on the NIFT website.

**(e) Customer Warranties.** In addition to the express limited warranties set forth in this Exhibit, Customer warrants to NIFT that (i) all information material to the issuance of a Certificate and validated by or on behalf of Customer is true and correct in all material respects; (ii) Customer's approval of Certificate applications will not result in Erroneous Issuance, including but not limited to Erroneous Issuance resulting from Impersonation and that RA shall bear sole responsibility for any Erroneous Issuance taking place; (iii) Customer has substantially complied with the CPS, the Handbook, and the RA Requirements; (iv) no Certificate information provided to NIFT infringes the intellectual property rights of any third parties; (v) the information in the Certificate application(s) (including email address) has not been and will not be used for any unlawful purpose; (vi) Customer's RAA has been (since the time of the RAA Certificate's creation) and will remain the only person(s) possessing the RAA Certificate(s) 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; (vii) Customer will use the RAA Certificate exclusively for authorized and legal purposes consistent with this Agreement; (viii) Customer warrants and agrees that a Certificate or any Digital Certificate or Signature issued by NIFT, VeriSign or any of their Affiliates in this Agreement and in any other agreement with NIFT, VeriSign or their Affiliates correspond to the definition of an advanced electronic signature as prescribed by the Electronic Transactions Ordinance 2002 and upon the

issuance of a Certificate, the Customers, Subscribers, and Relying Parties agree to this CPS, and waive any right to raise any objection to the compliance of the Certificate or Digital Certificate with the definition of an advanced electronic signature for the purposes of the Electronic Transactions Ordinance 2002 and (ix) Customer will not monitor, interfere with or reverse engineer the technical implementation of the NIFT systems or Software or the VTN, except with the prior written approval from NIFT, and shall not otherwise intentionally compromise the security of the NIFT systems or Software or the VTN.

**(f) Additional Service Terms.** Each Managed PKI for SSL service license can support one organization and multiple domain names, as long as each of those domain names are owned and registered to that organization. Different legal entities must purchase separate Managed PKI for SSL service licenses. This service is not intended for service providers that issue SSL certificates to unrelated organizations, and may not be used for such purpose. NIFT does not offer Private Label or Co-Branded Managed PKI for SSL. Premium SSL certificates enable 128-bit encrypted sessions with the export Versions of newer Netscape and Microsoft browsers. This includes Netscape versions 4.06 and later and Microsoft Versions 4.0 and later (Win32 Platform). Premium SSL certificates do not work with Netscape prior to 4.05 or Microsoft 4.5 and earlier or for the Apple Macintosh. CUSTOMER ACKNOWLEDGES THAT IT UNDERSTANDS THE APPLICABLE EXPORT AND BROWSER LIMITATIONS CONTAINED IN THIS SUBCLAUSE BEFORE PURCHASING THIS SERVICE.

#### 4. **NIFT'S OBLIGATIONS**

**(a) Services.** NIFT shall provide Customer with the Services specified in this Exhibit throughout the Service Period. NIFT shall issue, manage, revoke, and/or renew SSL Certificates in accordance with the instructions provided by Customer through its RAA(s). Upon Customer's approval of a Certificate Application, NIFT: (i) shall be entitled to rely upon the correctness of the information in each such approved Certificate Application, and (ii) shall issue a Certificate to the Certificate Applicant submitting such Certificate Application. Certificates issued or licensed under this Agreement, including RAA Certificates, have a maximum validity period of twelve (12) months from the date each Certificate is issued. Notwithstanding the terms of the "Gold Service" Service Level Agreement Exhibit if attached to this Agreement, neither the terms

of that Service Level Agreement nor any other service level commitments will apply with respect to the services provided under this Exhibit unless a Gold Service Fee obligation for the then current Service Year is in effect.

**(b) RAA Certificate.** NIFT will notify Customer whether Customer's RAA Certificate Application is approved or rejected. If the RAA Certificate Application is approved, NIFT will issue an RAA Certificate for Customer's RAA's use in accordance with this Agreement. RAA's use of the Personal Identification Number ("PIN") from NIFT to pick up the RAA Certificate or otherwise installing or using the RAA Certificate is considered RA's and RAA's acceptance of the RAA Certificate. After the RAA picks up or otherwise installs the RAA Certificate, the RAA must review the information in it before using it and promptly notify NIFT of any errors. Upon receipt of such notice, NIFT may revoke the RAA Certificate and issue a corrected RAA Certificate.

**(c) NIFT Warranties.** NIFT warrants that (a) there are no errors introduced by NIFT in the Certificate information as a result of NIFT's failure to use reasonable care in creating the Certificate, (b) The Certificate(s) comply in all material respects with the CPS, and (c) NIFT's revocation services and use of a repository conform to the CPS in all material aspects.

5. **LIMITATION OF LIABILITY**  
IN ADDITION TO THE LIMITATION OF LIABILITY PROVIDED IN THE BODY OF THE AGREEMENT, THE LIMITATION PROVIDED HEREIN WILL APPLY WITH RESPECT TO ANY DAMAGES, CLAIMS, OR OTHER LOSSES RELATING TO ANY CERTIFICATE ISSUED HEREUNDER. NIFT'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY CUSTOMER AND/OR ANY THIRD PARTY FOR ANY USE OR RELIANCE ON A SPECIFIC CERTIFICATE SHALL BE LIMITED, IN THE AGGREGATE, TO ONE HUNDRED THOUSAND DOLLARS (\$100,000). THE LIABILITY LIMITATIONS PROVIDED HEREIN SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE(S). NIFT SHALL NOT BE OBLIGATED TO PAY MORE THAN THE TOTAL LIABILITY LIMITATION FOR EACH CERTIFICATE.

#### 6. **INDEMNITY**

Customer agrees to release, indemnify, defend and hold harmless NIFT and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (a) this Agreement or the breach of Customer's warranties, representations and obligations under this Exhibit, (b) falsehoods or misrepresentations of fact by Customer on the Certificate Application(s), (c) any intellectual property or other proprietary right of any person or entity, (d) failure to disclose a material fact on the Certificate Application(s) if the misrepresentation or omission was made negligently or with intent to deceive any party, or (e) 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 Exhibit. When NIFT is threatened with suit or sued by a third party, it may seek written assurances from Customer concerning Customer's promise to indemnify NIFT. Customer's failure to provide those assurances may be considered by NIFT to be a material breach of this Exhibit. NIFT shall have the right to participate in any defense by Customer of a third-party claim related to Customer's use of any NIFT services, with counsel of NIFT's choice at the expense of Customer. Customer shall have sole responsibility to defend NIFT against any claim, but Customer must receive NIFT's prior written consent regarding any related settlement. The terms of this clause 6 will survive any termination or cancellation of this Agreement or Exhibit.

**5. Vicarious Responsibility** - The Customer shall be liable, irrespective of whether the act of any of its employee, agent, representative or of anyone claiming through the Customer was within our outside

the scope of their authority, employment or even if they were on a frolic of their own and hence the Customer will be liable vicariously, for all acts or omissions of any of the aforementioned whether direct or indirect that directly or indirectly resulted in any loss, injury or damage (consequential and expectational) to NIFT, VeriSign or any of their Affiliates.

#### **6. Electronic Transactions Ordinance 2002.**

Notwithstanding section 31 of the Electronic Transactions Ordinance 2002, any document or electronic message or service or Certificate mentioned in this Agreement or any Exhibit hereto issued through electronic means shall be deemed to be a document, electronic message or service or Certificate for the purposes of the Electronic Transactions Ordinance, 2002 and all references to such document, electronic message or service or Certificate in this Agreement or any Exhibit hereto shall attract all the protections and exemptions provided for in the Electronic Transaction Ordinance 2002. Moreover, all Certificates, services and means to provide the same by NIFT, VeriSign and any non-NIFT CAs or RAs shall also attract all the privileges, protections and rights of the Electronic Transactions Ordinance, 2002. Notwithstanding anything in this Agreement or any Exhibit hereto or any related Agreement, NIFT does not provide any basic/international telephony service, wireless telegraphy apparatus, network termination point, public switched network, telecommunication service, telecommunication equipment, terminal equipment or telecommunication systems as defined in the Pakistan Telecommunication (Re-organization) Act, No.XVII of 1996 and provides its services under the protections, privileges and rights of the Electronic Transactions Ordinance,2002.

**EXHIBIT I**  
**IDENTRUS EXPRESS**

***[Affiliate should include only if it has the right to provide this service.]***

**BACKGROUND**

Customer wishes to: (i) issue, manage, suspend, revoke, and/or renew digital Certificates for Identrus LLC PKI Solutions and which are Identrus compliant, in a Private Hierarchy which will link directly to the Identrus root CA and branded with Customer's trade name based on Certificate Applications submitted to, validated by, and approved by Customer, and (ii) outsource to NIFT the functions of issuing, managing, suspending, revoking, and/or renewing such Certificates, but (iii) retain for itself the functions of validating and approving Certificate Applications and requesting revocation or renewal of Certificates.

**1. DEFINITIONS**

**"Administrator Certificate"** means the Certificate issued by NIFT to the Customer employee designated as the Managed PKI Administrator for the sole purpose of accessing the Managed PKI Control Center to perform the Administrator functions.

**"Certificate"** or **"Digital Certificate"** means a message that, at least, states a name or identifies the issuing CA, identifies the Subscriber, contains the Subscriber's Public Key, identifies the Certificate's Operational Period, contains a Certificate serial number, and contains a Digital Signature of the issuing CA.

**"Certificate Applicant"** means a person or authorized agent that requests the issuance of a Certificate by a CA.

**"Certificate Application(s)"** means a request from a Certificate Applicant (or authorized agent) to a CA for the issuance of a Certificate.

**"Certification Authority"** or **"CA"** means a Person authorized to issue, suspend, or revoke Certificates and shall include NIFT and any other legal or natural persons authorized by NIFT in writing to perform the activities described herein.

**"Certificate Signing Unit"** or **"CSU"** means a hardware unit or software designed for use in signing Certificates and key storage.

**"Erroneous Issuance"** means: (a) issuance of a Certificate in a manner not materially in accordance with the procedures required by the Managed PKI Administrator's Handbook (b) issuance of a Certificate (other than a Class 1 Certificate) to a Person other than

the one named as the subject of the Certificate, or (c) issuance of a Certificate (other than a Class 1 Certificate) without the authorization of the Person named as the subject of the Certificate.

**"Impersonation"** shall mean requesting and being issued a Certificate based on false or falsified information relating to naming or identity.

**"Key Generation"** means the NIFT procedures for proper generation of Customer's Public Key and Private Key via a trustworthy process and for storage of Customer's Private Key and documentation thereof.

**"Operational Period"** means a period starting with the date and time a Certificate is issued (or on a later date and time certain if stated in the Certificate) and ending with a date and time at which the Certificate expires or is earlier revoked.

**"Private Hierarchy"** means a domain consisting of a system of CAs that issued Certificates in a chain leading from Customer's root CA through one or more Certification Authorities to Subscribers in accordance with Customer's practices. Certificates issued in a Private Hierarchy are intended to meet the needs of organizations authorizing their issuance and are not intended for interactions between organizations and/or individuals through public channels.

**"Private Key"** means a mathematical key (kept secret by the holder) used to create Digital Signatures and, depending upon the algorithm, to decrypt messages or files encrypted (for confidentiality) with the corresponding Public Key.

**"Public Key"** means a mathematical key that can be made publicly available and which is used to verify signatures created with its corresponding Private Key. Depending on the algorithm, Public Keys are also used to encrypt messages or files which can then be decrypted with the corresponding Private Key.

**2. CUSTOMER'S OBLIGATIONS**

**(a) Appointments.** Customer shall appoint one or more authorized Customer employees as administrator(s) ("Administrator(s)").

**(b) Administrator Functions.** Customer, through its Administrator(s), shall validate the information in Certificate Applications, approve, suspend, or reject such Certificate Applications, use hardware and software designated by NIFT, and instruct NIFT to issue, suspend, renew and revoke Certificates in accordance with the Managed PKI Administrator's

Handbook published at the Managed PKI Control Center, as amended, and in accordance with Identrus LLC specifications. Customer shall transmit to NIFT any requests it may have for revocation of Certificates issued by Customer. If an Administrator ceases to have the authority to act as Administrator on behalf of Customer, Customer Contact shall promptly request revocation of the Administrator Certificate of such Administrator.

**(c) Customer Warranties.** Customer warrants to NIFT that (i) all information material to the issuance of a Certificate and validated by or on behalf of Customer is true and correct in all material respects; (ii) Customer's approval of Certificate applications will not result in Erroneous Issuance, including but not limited to Erroneous Issuance resulting from Impersonation and that Customer shall bear sole responsibility for any Erroneous Issuance taking place; (iii) Customer has substantially complied with the CPS, the Handbook, and the RA Requirements; (iv) no Certificate information provided to NIFT infringes the intellectual property rights of any third parties; (v) the information in the Certificate application(s) (including email address) has not been and will not be used for any unlawful purpose; (vi) Customer's Administrator has been (since the time of the Administrator's Certificate's creation) and will remain the only person(s) possessing the Administrator Certificate(s) 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; (vii) Customer will use the Administrator Certificate exclusively for authorized and legal purposes consistent with this Exhibit; (viii) Customer warrants and agrees that a Certificate or any Digital Certificate or Signature issued by NIFT, VeriSign or any of their Affiliates in this Agreement and in any other agreement with NIFT, VeriSign or their Affiliates correspond to the definition of an advanced electronic signature as prescribed by the Electronic Transactions Ordinance 2002 and upon the issuance of a Certificate, the Customers, Subscribers, and Relying Parties agree to this CPS, and waive any right to raise any objection to the compliance of the Certificate or Digital Certificate with the definition of an advanced electronic signature for the purposes of the Electronic Transactions Ordinance 2002 and (ix) Customer will not monitor, interfere with or reverse engineer the technical implementation of the NIFT systems or Software, except with the prior written approval from NIFT, and shall not otherwise

intentionally compromise the security of the NIFT systems or Software.

### **3. NIFT OBLIGATIONS**

**(a) Provision of Services.** NIFT shall provide Customer with the Services as set forth in this Exhibit for a period of twelve (12) months commencing on the Effective Date of this Agreement (the "Identrus Managed PKI Service Period"). NIFT shall issue, manage, revoke, and/or renew Certificates in accordance with the instructions provided by Customer and its Administrator(s) and in accordance with Identrus LLC audit and security requirements.

**(b) Administrator Certificate.** Upon approval of the Certificate Application(s) of the Administrator(s), NIFT shall issue an Administrator Certificate to each such Administrator. Such Certificates shall be valid for twelve months concurrent with the Identrus Managed PKI Service Period.

**(c) Certificate Issuance.** Upon Customer's approval of a Certificate Application, NIFT: (i) shall be entitled to rely upon the correctness of the information in each such approved Certificate Application, and (ii) shall issue a Certificate to the Certificate Applicant submitting such Certificate Application.

**(d) Certificate Lifecycle.** Certificates issued or licensed under this Exhibit shall have a validity period as determined by Identrus LLC specifications.

**(e) Key Generation.** During a single Key Generation event, NIFT shall generate for Customer, pairs of CA keys for use in all Certificates issued by NIFT for use in Customer's Private Hierarchy, under the Identrus root CA. Customer's Private Key of each key pair shall be stored in one or more Certificate Signing Units. Additional key pairs may be generated for additional CAs at a later date upon request by Customer for an additional fee.

**(f) Identrus Compliant.** In addition to the express limited warranties contained in this Agreement, NIFT warrants to Customer that NIFT has substantially complied with most current Identrus LLC Regulations made available to NIFT. The services are fully Identrus compliant when used for Identrus PKI solutions.

### **4. DISCLAIMER**

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES CONTAINED IN THE AGREEMENT AND IN THIS EXHIBIT, NIFT MAKES NO OTHER WARRANTIES WHATSOEVER AND HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FROM THE ERRONEOUS ISSUANCE OR IMPROPER

VALIDATION OF ANY CA SIGNING REQUEST RECEIVED FROM IDENTRUS ON BEHALF OF CUSTOMER. FURTHERMORE, CUSTOMER ACKNOWLEDGES THAT IT IS A MEMBER IN GOOD STANDING WITH THE IDENTRUS LLC AND SUCH GOOD STANDING STATUS IS A REQUIREMENT OF THE IDENTRUS LLC FINANCIAL ORGANIZATION OF WHICH, CUSTOMER HAS SOLE RESPONSIBILITY TO MAINTAIN AND WHICH SHALL HAVE NO BEARING ON THE SERVICES PROVIDED BY NIFT TO CUSTOMER.

**5. Vicarious Responsibility** - The Customer shall be liable, irrespective of whether the act of any of its employee, agent, representative or of anyone claiming through the Customer was within or outside the scope of their authority, employment or even if they were on a frolic of their own and hence the Customer will be liable vicariously, for all acts or omissions of any of the aforementioned whether direct or indirect that directly or indirectly resulted in any loss, injury or damage (consequential and expectational) to NIFT, VeriSign or any of their Affiliates.

**6. Electronic Transactions Ordinance 2002.** Notwithstanding section 31 of the Electronic

Transactions Ordinance 2002, any document or electronic message or service or Certificate mentioned in this Agreement or any Exhibit hereto issued through electronic means shall be deemed to be a document, electronic message or service or Certificate for the purposes of the Electronic Transactions Ordinance, 2002 and all references to such document, electronic message or service or Certificate in this Agreement or any Exhibit hereto shall attract all the protections and exemptions provided for in the Electronic Transaction Ordinance 2002. Moreover, all Certificates, services and means to provide the same by NIFT, VeriSign and any non-NIFT CAs or RAs shall also attract all the privileges, protections and rights of the Electronic Transactions Ordinance, 2002. Notwithstanding anything in this Agreement or any Exhibit hereto or any related Agreement, NIFT does not provide any basic/international telephony service, wireless telegraphy apparatus, network termination point, public switched network, telecommunication service, telecommunication equipment, terminal equipment or telecommunication systems as defined in the Pakistan Telecommunication (Re-organization) Act, No.XVII of 1996 and provides its services under the protections, privileges and rights of the Electronic Transactions Ordinance,2002.

**EXHIBIT J**  
**DIGITAL NOTARIZATION SERVICE**

***[Affiliate should include only if it has the right to provide this service.]***

**BACKGROUND**

Customer desires to access to NIFT's Digital Notarization service which enables Customer to timestamp documents, all on the terms and conditions set forth below.

**SERVICE TERMS AND CONDITIONS**

**1. DEFINITIONS**

**"Digital Receipt"** means a token which includes (i) the hash of the subject document submitted for Digital Notarization and (ii) the time that the subject document or the hash of the document was received by NIFT for Digital Notarization, both of which are signed by NIFT.

**"Digital Record"** means a record containing the following information: (a) Digital Receipt and (b) other information requested by NIFT and entered by the end user at the time of Digital Notarization such as name and description of the Digitally Notarized document.

**"Digital Notarization"** means the process by which NIFT (a) reads the time of receipt by NIFT of a document or a hash of a document submitted by an end user, (b) creates a hash of the document if the information submitted is a document (as opposed to the hash of a document), (c) creates a token that includes the time of receipt and the hash, (d) adds a digital signature from NIFT to the token to create a Digital Receipt, (e) delivers the Digital Receipt to the requesting end user, and (f) stores the Digital Record.

**2. DIGITAL NOTARIZATION SERVICE**

***(a) Access to Digital Notarization Service.***

Customer may access NIFT's Digital Notarization service using either of the following methods: (a) access via Customer's customized applications which may integrate and utilize NIFT's Digital Notarization software development kit to perform Digital Notarization (subject to Customer's payment of fees for such development kit, if any, and fees for the Digital Notarization service); (b) access via NIFT's Web-based interface (subject to payment of applicable fees for the Digital Notarization service).

***(b) Verification.*** HTML text explaining the contents of a Digital Receipt may be generated and sent along with the Digital Receipt by NIFT to Customer's end user. Customer acknowledges that such HTML text

is for Customer's convenience only and is not necessarily secure. To verify that a Digitally Notarized document has not been altered since the time that the Digital Receipt was generated and to obtain the time of receipt by NIFT of the document or hash of the document, a relying party must (a) verify the digital signature in the Digital Receipt, read the hash contained in the Digital Receipt, and compare the hash in the Digital Receipt with the hash of the document being verified to verify that the two are the same, or (b) access NIFT's database of Digital Records via NIFT's Web-based interface. The Customer warrants and agrees that a Certificate or any Digital Certificate or Signature issued by NIFT, VeriSign or any of their Affiliates in this Agreement and in any other agreement with NIFT, VeriSign or their Affiliates correspond to the definition of an advanced electronic signature as prescribed by the Electronic Transactions Ordinance 2002 and upon the issuance of a Certificate, the Customers, Subscribers, and Relying Parties agree to this CPS, and waive any right to raise any objection to the compliance of the Certificate or Digital Certificate with the definition of an advanced electronic signature for the purposes of the Electronic Transactions Ordinance 2002.

***(c) Storage.*** Customer shall retain all of its Digital Receipts and Digitally Notarized documents. A Digital Record is stored by NIFT for a period of at least one (1) year from the creation thereof. Storage for an additional period is subject to NIFT's offer of such additional services and Customer's payment of applicable fees. NIFT does not store a copy of a Digitally Notarized document.

***(d) Availability of Digital Record.*** Customer acknowledges that NIFT may provide Digital Record(s) of Customer to a third party if required by law, a subpoena, a warrant, or a judicial or governmental request, requirement, or order.

**3. CUSTOMER'S SUBSCRIBERS**

Customer shall cause subscribers receiving Certificates hereunder to abide by the terms of this Agreement and this Exhibit.

**4. DISCLAIMER**

CUSTOMER ACKNOWLEDGES THAT NIFT'S DIGITAL NOTARIZATION SERVICE PROVIDES TIMESTAMPING OF A DOCUMENT AND IS NOT A "NOTARIZATION," A "NOTARIAL ACT," OR ANY OTHER ACT OF A "NOTARY PUBLIC" AS THOSE TERMS MAY BE DEFINED UNDER APPLICABLE LAW.

**5. Electronic Transactions Ordinance 2002.**

Notwithstanding section 31 of the Electronic Transactions Ordinance 2002, any document or electronic message or service or Certificate mentioned in this Agreement or any Exhibit hereto issued through electronic means shall be deemed to be a document, electronic message or service or Certificate for the purposes of the Electronic Transactions Ordinance, 2002 and all references to such document, electronic message or service or Certificate in this Agreement or

any Exhibit hereto shall attract all the protections and exemptions provided for in the Electronic Transaction Ordinance 2002. Moreover, all Certificates, services and means to provide the same by NIFT, VeriSign and any non-NIFT CAs or RAs shall also attract all the privileges, protections and rights of the Electronic Transactions Ordinance, 2002. Notwithstanding anything in this Agreement or any Exhibit hereto or any related Agreement, NIFT does not provide any basic/international telephony service, wireless telegraphy apparatus, network termination point, public switched network, telecommunication service, telecommunication equipment, terminal equipment or telecommunication systems as defined in the Pakistan Telecommunication (Re-organization) Act, No.XVII of 1996 and provides its services under the protections, privileges and rights of the Electronic Transactions Ordinance,2002.