

**National Institutional Facilitation
Technologies (Pvt) Ltd Public
Certification Services
Secure Server ID, Global Server ID
and Shared Hosting Encryption ID
Subscriber Agreement**

YOU MUST READ THIS SUBSCRIBER AGREEMENT ("SUBSCRIBER AGREEMENT") BEFORE APPLYING FOR, ACCEPTING, USING OR ALLOWING THE USE OF A VERISIGN SECURE SERVER ID FROM NATIONAL INSTITUTIONAL FACILITATION TECHNOLOGIES PVT. LTD. (NIFT) UNDER THEIR SERVICE MARK NIFTeTRUST, A VERISIGN GLOBAL SERVER ID FROM NIFT OR A SHARED HOSTING ENCRYPTION ID FROM NIFT ("CERTIFICATE"). YOU ARE ELECTRONICALLY SIGNING (FUNCTIONAL AND LEGAL EQUIVALENT) AND CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT BY ACCEPTANCE, ACCESSION, CONSENT AND BY CONDUCT. IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE CERTIFICATE.

IF YOU ARE THE CUSTOMER OF AN ISP (AN INTERNET SERVICE PROVIDER, SYSTEMS INTEGRATOR, OR TECHNOLOGY CONSULTANT) AND THIS ISP HAS APPLIED FOR THE CERTIFICATE ON YOUR BEHALF TO PROVIDE CERTAIN SECURITY FOR YOUR WEBSITE, THEN YOU MUST ALSO READ THIS SUBSCRIBER AGREEMENT BEFORE ACCEPTING OR USING A CERTIFICATE. BY ALLOWING YOUR ISP TO USE THE CERTIFICATE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS SUBSCRIBER AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT, PLEASE CONTACT NIFT IMMEDIATELY AT UAN +9221 111-112-222 AND NIFT WILL REVOKE YOUR CERTIFICATE.

In consideration of NIFT issuing (helping in issuing) you a Certificate , Digital ID, Secure Server ID, Global Server ID, Shared Hosting Encryption ID or provide Public Certification Services or Subscription in accordance with the terms and conditions of this Agreement, you agree to the terms hereof.

1. Definitions.

"Certification Authority" shall mean an entity authorized to issue, manage, revoke, and renew certificates in the VTN.

"Compromise" shall mean a loss, theft, disclosure, modification, unauthorized use, or other compromise of the security of a private key.

"Derivative Work" shall have the meaning set forth in Section 11.

"Device" shall mean a network management tool, such as a server load balancer or SSL accelerator that routes electronic data from one point to single or multiple devices or servers.

"Global Server ID" shall mean a Class 3 organizational Certificate used to support SSL sessions between web browsers and web servers that are encrypted using strong cryptographic protection consistent with applicable export laws.

"ISP" shall mean a business, such as an internet service provider, systems integrator, or technology consultant, that provides server space, Web services and file maintenance for Web sites controlled by individuals or companies that do not have their own Web servers.

"Licensed Certificate Option" shall mean the specific licensing option on the enrolment screen that permits a subscriber to use of a Certificate on one physical Device and obtain additional Certificate licenses for each physical server that each Device manages, or where replicated Certificates may otherwise reside.

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

"Relying Party Agreement" shall mean an agreement used by a Certification Authority setting forth the terms and conditions under which an individual or organization acts as a Relying Party, such as the Relying Party Agreements that are published at <http://www.niftetrust.com/repository/rpa/index.html>.

"Secure Server ID" shall mean a Class 3 organizational Certificate used to support SSL sessions between web browsers and web servers.

"Secure Sockets Layer" ("SSL") shall mean an industry-standard method for protecting Web communications developed by Netscape Communications Corporation. The SSL security protocol provides data encryption, server authentication, message integrity, and optional client authentication for a Transmission Control/Internet Protocol connection.

"NIFT CPS" shall mean the NIFT Certification Practice Statement, as amended from time to time, which may be accessed from <http://www.niftetrust.com/CPS/>.

"NIFT Intellectual Property Rights" shall have the meaning set forth in Section 11.

"VTN" shall mean the VeriSign Trust NetworkSM that is a global public key infrastructure that provides Certificates for both wired and wireless applications.

2. Description of the Certificate. This Section sets forth the terms and conditions regarding your application ("Certificate Application") for a Certificate and, if NIFT accepts your Certificate Application, the terms and conditions regarding your use of the Certificate to be issued by NIFT to you as "Subscriber" of that Certificate. A "Certificate" is a digitally signed message that contains a Subscriber's public key and associates it with information authenticated by NIFT or a NIFT-authorized entity. The Certificate provided under this Agreement is issued within the VTN by NIFT. The Certificate for which you have applied on behalf of your organization is a Class 3 organizational Certificate within the VTN. Class 3 organizational Certificates are issued to Devices to provide authentication, message, software, and content integrity and signing, and confidentiality encryption. Class 3 organizational Certificates provide assurances of the identity of the Subscriber based on a confirmation that the Subscriber organization does in fact exist, that the organization has authorized the Certificate Application, and that the person submitting the Certificate Application on behalf of the Subscriber was authorized to do so. The Certificate also provides assurances that the Subscriber is entitled to use the domain name listed in the Certificate Application, if a domain name is listed in such Certificate Application. For more detailed information about NIFT's certification services, please see the NIFT CPS. In accepting this Subscriber Agreement you acknowledge that you have independently assessed the appropriateness of the use of a Certificate for any given

purpose and determine that the Certificate will, in fact, be used for an appropriate purpose and NIFT is not nor shall it be liable in any manner whatsoever for the fitness of purpose, the usefulness to you, the feasibility for your purposes of any of the Certificates.

3. Processing Your Certificate Application. Upon NIFT's receipt of the necessary payment and upon completion of authentication procedures required for the Certificate you have purchased, NIFT will process your Certificate Application. NIFT will notify you whether your Certificate Application is approved or rejected. If your Certificate Application is approved, NIFT will issue you a Certificate for your use in accordance with this Subscriber Agreement. Your use of the Personal Identification Number ("PIN") from NIFT to pick up the Certificate or otherwise installing or using the Certificate is considered your acceptance of the Certificate. After you pick up or otherwise install your Certificate, you must review the information in it before using it and promptly notify NIFT of any errors. Upon receipt of such notice, NIFT may revoke your Certificate and issue a corrected Certificate.

4. Use Restrictions. You are prohibited from using your Certificate (i) for or on behalf of any other organization; (ii) to perform private or public key operations in connection with any domain name and/or organization name other than the submitted by you on your Certificate Application; (iii) on more than one physical server or device at a time, unless you have purchased the Licensed Certificate Option; or (iv) for use as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage. If you are using the Licensed Certificate Option, you acknowledge and agree that this Option can result in increased security risks to your network and that 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 you choose to display NIFT's Secure Site Seal (the "Seal"), you must install and display such Seal only in accordance with the Secure Site Seal Licensing Agreement (https://www.niftetrust.com/repository/sslicense_agree.html).

5. Revocation. If you discover or have reason to believe that there has been a Compromise of your private key or the activation data protecting such private key, or the information within the Certificate is incorrect or has changed, or if your organizational name and/or domain name registration has changed, you must immediately notify NIFT and request revocation of the Certificate and you must notify any person that may reasonably be expected by you to rely on or to provide services in support of the Certificate or a digital signature verifiable with reference to the Certificate. NIFT retains the right to revoke your Certificate if, within forty-five (45) days of receiving an invoice from NIFT, you do not pay the invoice. NIFT also retains the right to revoke your Certificate if you have installed a Seal and fail to perform any of your obligations under the Secure Site Seal Licensing Agreement or otherwise fail to perform any other material obligations under the terms of this

Subscriber Agreement or if, in NIFT's sole discretion, NIFT determines that you have or may have compromised the security or integrity of the VTN.

6. Obligations upon Revocation or Expiration. Upon expiration or notice of revocation of your Certificate, you shall permanently remove your Certificate from the server on which it is installed and shall not use it for any purpose thereafter and, if you have installed a Seal, you shall remove such Seal.

7. Third-Party Service Providers . If you are purchasing a service from NIFT that includes one or more services provided by a third party, you hereby consent to our disclosure of your Certificate Application and enrolment information to these third party service providers and agree that they may contact you directly regarding their services. Unless otherwise stated herein, any terms and conditions for these products shall be provided to you directly by the third party service provider. NIFT disclaims any and all warranties, refuses any and all liability, and shall not provide partial refunds for any service provided by a third party.

8. Additional Terms Applicable to ISPs.

8.1 General. If you are an ISP and you have applied for a Certificate on behalf of a customer, you agree to be bound by the terms of this Subscriber Agreement. If you do not agree to the terms of this Subscriber Agreement, you should contact NIFT immediately at UAN +9221 111-112-222 and NIFT will revoke the Certificate.

8.2 Authorization. You represent that as a Certificate Applicant, you are authorized to apply for, accept, install, maintain, and if necessary, initiate revocation of the Certificate on your customer's behalf.

8.3 Communication of this Subscriber Agreement to Web Host's customer. You shall promptly communicate this Subscriber Agreement to your customer.

8.4 Restrictions. The use of a Certificate authenticated and issued to a customer is prohibited unless each customer has been individually authenticated by NIFT.

9. Representations and Warranties.

9.1 NIFT Representations and Warranties. NIFT represents and warrants to you that (i) there are no errors introduced by NIFT in your Certificate information as a result of NIFT's failure to use reasonable care in creating the Certificate; (ii) your Certificate complies in all material respects with the NIFT CPS; and (iii) NIFT's revocation services and use of a repository conform to the NIFT CPS in all material aspects.

9.2 Your Representations and Warranties. You represent and warrant to NIFT and anyone who relies on your Certificate that (i) all the information you provide and all the representations you make to NIFT in your Certificate Application are accurate; (ii) no Certificate information you provided (including your e-mail address) infringes the intellectual property rights of any third parties; (iii) the Certificate Application information you provided

(including your email address) has not been and will not be used for any unlawful purpose; (iv) you have been (since the time of its creation) and will remain the only person possessing your private key and no unauthorized person has had or will have access to your private key; (v) you have been (since the time of its creation) and will remain the only person possessing any challenge phrase, PIN, software, or hardware mechanism protecting your private key and no unauthorized person has had or will have access to the same; (vi) you will use your Certificate exclusively for authorized and legal purposes consistent with this Subscriber Agreement; (vii) you will use your Certificate as an end-user Subscriber and not as a Certification Authority issuing Certificates, certification revocation lists, or otherwise; (viii) each digital signature created using your private key is your digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created; (ix) you manifest assent to this Subscriber Agreement as a condition of obtaining a Certificate; and (x) you will not monitor, interfere with, or reverse engineer the technical implementation of the VTN, except with the prior written approval from NIFT, and shall not otherwise intentionally compromise the security of the VTN. You further represent and warrant that you have sufficient information to make an informed decision as to the extent to which you choose to rely on the information in a digital certificate issued within the VTN, that you are solely responsible for deciding whether or not to rely on such information, and that you shall bear the legal consequences of your failure to perform any obligations you might have as a Relying Party under the applicable Relying Party Agreement. If you are the customer of an ISP, you represent that your ISP is authorized, as your agent, to apply for, accept, install, maintain, and if necessary, initiate revocation of your Certificate, all on your behalf.

10. Fees, Payments and Term of Service . As consideration for the Certificate and associated services you have purchased, you agree to pay NIFT the applicable service(s) fees set forth on NIFT's Web site at the time of your selection, or, if applicable, upon receipt of your invoice from NIFT. All fees are due immediately and are non-refundable, except as otherwise expressly noted below in this Subscriber Agreement. Any renewal of your services with NIFT is subject to our then current terms and conditions, including, but not limited to, successful completion of any applicable authentication procedure, and payment of all applicable service fees at the time of renewal. NIFT will provide you notice prior to the renewal of your services at least thirty (30) days in advance of the renewal date. You are solely responsible for the credit card information you provide to NIFT and must promptly inform NIFT of any changes thereto (e.g., change of expiration date or account number). In addition, you are solely responsible for ensuring the services are renewed. NIFT shall have no liability to you or any third party in connection with the renewal as described herein, including, but not limited to, any failure or errors in renewing the services. You agree to pay all value added, sales and other taxes (other than taxes based on NIFT's income) related to NIFT services or payments made by you hereunder. All payments of fees for NIFT services shall be made in Pakistan Rupees. Set up fees, if any, will become payable on the applicable effective date for the applicable NIFT services. You are responsible for notifying NIFT of the need to purchase additional Certificates with the Copied Certificate Option described herein. All sums due and payable that

remain unpaid after any applicable cure period herein will accrue interest as a late charge of 1.5% per month or the maximum amount allowed by law, whichever is less.

11. Ownership. Except as otherwise set forth herein, all right, title and interest in and to all, (i) registered and unregistered trademarks, service marks and logos; (ii) patents, patent applications, and patentable ideas, inventions, and/or improvements; (iii) trade secrets, proprietary information, and know-how; (iv) all divisions, continuations, reissues, renewals, and extensions thereof now existing or hereafter filed, issued, or acquired; (v) registered and unregistered copyrights including, without limitation, any forms, images, audiovisual displays, text, software; and (vi) all other intellectual property, proprietary rights or other rights related to intangible property which are used, developed, comprising, embodied in, or practiced in connection with any of the NIFT services identified herein ("NIFT Intellectual Property Rights") are owned by NIFT or its licensors, and you agree to make no claim of interest in or ownership of any such NIFT Intellectual Property Rights. You acknowledge that no title to the NIFT Intellectual Property Rights is transferred to you, and that you do not obtain any rights, express or implied, in the NIFT's or its licensors' service, other than the rights expressly granted in this Subscriber Agreement. To the extent that you create any Derivative Work (any work that is based upon one or more pre-existing versions of a work provided to you, such as an enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation or any other form in which such pre-existing works may be recast, transformed or adapted) such Derivative Work shall be owned by NIFT and all right, title and interest in and to each such Derivative Work shall automatically vest in NIFT or its licensors. NIFT shall have no obligation to grant you any right in any such Derivative Work. You may not reverse engineer, disassemble or decompile the NIFT Intellectual Property or make any attempt to obtain source code to the NIFT Intellectual Property. You have the right to use the Certificate under the terms and conditions of this Subscriber Agreement. **Copyright.** All title and copyrights in and to the Certificate or any components thereof (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Certificate or any components thereof), the accompanying printed materials, and any copies of the Certificate or any components thereof, are owned by NIFT (licensed by VeriSign who owns all property in the Certificate or any components thereof) or its suppliers. All title and intellectual property rights in and to the content which may be accessed through use of the Certificate or any components thereof is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Subscriber Agreement grants you no rights to use such content. You agree that the allocation of Intellectual Property Rights among NIFT Subdomain Participants other than Subscribers and Relying Parties, this and any other agreements is governed by the applicable agreements among such NIFT Subdomain Participants. All title and copyrights in and to any Software provided by NIFT (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 such Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties.

12. Modifications to Subscriber Agreement. Except as otherwise provided in this Subscriber Agreement, you agree, during the term of this Subscriber Agreement, that NIFT may: (i) revise the terms and conditions of this Subscriber Agreement; and/or (ii) change part of the services provided under this Subscriber Agreement at any time. Any such revision or change will be binding and effective thirty (30) days after posting of the revised Subscriber Agreement or change to the service(s) on NIFT's Web sites, or upon notification to you by e-mail. You agree to periodically review NIFT's Web sites, including the current version of this Subscriber Agreement available on NIFT's Web sites, to be aware of any such revisions. If you do not agree with any revision to the Subscriber Agreement, you may terminate this Subscriber Agreement at any time by providing NIFT with notice. Notice of your termination will be effective on receipt and processing by NIFT. Any fees paid by you if you terminate this Subscriber Agreement are non-refundable. By continuing to use NIFT services after any revision to this Subscriber Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. NIFT is not bound by nor should you rely on any representation by (i) any agent, representative or employee of any third party that you may use to apply for NIFT's services; or in (ii) information posted on NIFT's Web site of a general informational nature. No employee, contractor, agent, representative of NIFT other than NIFT's employee entrusted with the responsibility of Practices Development is authorized to alter or amend the terms and conditions of this Subscriber Agreement.

13. Privacy. You agree that NIFT may place in your Certificate certain information that you provide for inclusion in your Certificate. You also agree that NIFT may publish your Certificate and information about its status in NIFT's repository of Certificate information and make this information available to other repositories. You further acknowledge, consent and agree that NIFT may transmit the information you supply to VeriSign, Inc., a U.S. company within the VTN for processing of your Certificate which may be retained or used appropriately by the latter in ordinary course of its business and to comply with its own CPS, CP and its requirements notwithstanding any regulation, legislation or law in effect or that may come into effect in the future.

14. Refund Policy. If you paid for the Certificate and you are not completely satisfied with the Certificate issued to you for any reason, you may request that NIFT revoke the Certificate within thirty (30) days of issuance and provide you with a refund. Following the initial 30 day period, you may request that NIFT revoke the Certificate and provide a refund only if NIFT has breached a warranty or other material obligation under this Subscriber Agreement if it is proven relating to you or your Certificate. After NIFT revokes your Certificate, NIFT will promptly credit your credit card account reimburse you via cheque, for the full amount of the applicable fees paid for the Certificate.

15. Disclaimers of Warranties. YOU AGREE THAT YOUR USE OF NIFT'S SERVICE(S) IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS, EXCEPT AS OTHERWISE NOTED IN THIS SUBSCRIBER AGREEMENT. NIFT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED

TO THE IMPLIED WARRANTIES 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 NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE SHALL REST ON YOU. OTHER THAN THE WARRANTIES AS SET FORTH IN SECTION 7, NIFT DOES NOT MAKE ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES NIFT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH NIFT'S SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF NIFT'S SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NIFT OR THROUGH NIFT'S SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. NIFT IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.

NIFT Disclaims all warranties for any Nonverified Subscriber Information submitted by you in your Certificate Application. For the purposes of this Subscriber Agreement, "Nonverified Subscriber Information" means any information submitted by you in your Certificate Application to NIFT, and included within a Certificate, that has not been confirmed by NIFT and for which NIFT provides no assurances other than that the information was submitted by you in your Certificate Application.

16. Indemnity. You agree 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 (i) this Subscriber Agreement or the breach of your warranties, representations and obligations under this Subscriber Agreement, (ii) falsehoods or misrepresentations of fact by you on the Certificate Application, (iii) any infringement of an intellectual property or other proprietary right of any person or entity, (iv) failure to disclose a material fact on the Certificate Application if the misrepresentation or omission was made negligently or with intent to deceive any party, or (v) failure to protect the private key, or use a trustworthy system, or to take the precautions necessary to prevent the compromise, loss, disclosure, modification or unauthorized use of the private key under the terms of this Subscriber Agreement. When NIFT is threatened with suit or sued by a third party, NIFT may seek written assurances from you concerning your promise to indemnify NIFT, your failure to provide those assurances may be considered by NIFT to be a material breach of this Subscriber Agreement. NIFT shall have the right to participate in any defence by you of a third-party claim

related to your use of any NIFT services, with counsel of NIFT's choice at your own expense. You shall have sole responsibility to defend NIFT against any claim, but you must receive the prior written consent of NIFT regarding any related settlement. The terms of this Section 14 will survive any termination or cancellation of this Subscriber Agreement. As a Relying Party, you further agree 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 (i) your failure to perform the obligations of a Relying Party as set forth in the applicable Relying Party Agreement; (ii) your reliance on a certificate that is not reasonable under the circumstances; or (iii) your failure to check the status of such certificate to determine whether the certificate is expired or revoked.

17. Limitations of Liability. THIS SECTION 15 APPLIES TO LIABILITY UNDER CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE AND/OR STRICT LIABILITY), AND ANY OTHER LEGAL OR EQUITABLE FORM OF CLAIM. IF YOU INITIATE ANY CLAIM, ACTION, SUIT, ARBITRATION, OR OTHER PROCEEDING RELATING TO SERVICES PROVIDED UNDER THIS SUBSCRIBER AGREEMENT, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NIFT'S TOTAL LIABILITY FOR DAMAGES SUSTAINED BY YOU AND ANY THIRD PARTY FOR ANY USE OR RELIANCE ON A CERTIFICATE SHALL BE LIMITED, IN THE AGGREGATE, TO PAKISTAN RUPEES EQUIVALENT OF US \$100,000.00. THE LIABILITY LIMITATIONS PROVIDED IN THIS SECTION 17 SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE. NIFT SHALL NOT BE OBLIGATED TO PAY MORE THAN THE TOTAL LIABILITY LIMITATION FOR EACH CERTIFICATE.

18. Force Majeure . Except for payment and indemnity obligations hereunder, 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, armed conflict, terrorist action, labour strike, lockout, boycott, provided that the party relying upon this Section 16 shall (i) have given the other party written notice thereof promptly and, in any event, within five (5) days of discovery thereof and (ii) take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section 16 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this Subscriber Agreement.

19. Export. You acknowledge and agree that you shall not import, export, or re-export directly or indirectly, any commodity, including your Certificate, (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, you shall not download or otherwise export or re-export any the Restricted Components into or to (i) a national or resident of Cuba, Iran, Iraq, Libya, Sudan, North Korea, or Syria, or any other country where such use is

prohibited under United States or Pakistan 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. You warrant and represent 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 your export privileges. You agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list. WITH RESPECT TO NIFT GLOBAL SERVER ID CERTIFICATES, NIFT, VERISIGN OR ITS LICENSORS MAY BE REQUIRED BY LAW TO REPORT TO THE UNITED STATES GOVERNMENT OR PAKISTANI GOVERNMENT YOUR COMPANY NAME AND ADDRESS IF YOU ARE A NON-UNITED STATES OR CANADA ENTITY OR INDIVIDUAL PURCHASING THE CERTIFICATE. IN THE EVENT YOU EXPORT A CERTIFICATE TO A NON-UNITED STATES OR CANADA ENTITY OR INDIVIDUAL, YOU AGREE TO PROVIDE NIFT, VERISIGN OR ITS LICENSORS WITH THE INFORMATION NIFT, VERISIGN OR ITS LICENSORS NEED IN ORDER TO REPORT SUCH EXPORTS TO THE UNITED STATES GOVERNMENT OR PAKISTANI GOVERNMENT.

20. Severability. You agree that the terms of this Subscriber Agreement are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of this Subscriber Agreement; this Subscriber Agreement will be deemed amended to the extent necessary to make this Subscriber Agreement enforceable, valid and, to the maximum extent possible consistent with applicable law, consistent with the original intentions of the parties; and the remaining terms and provisions will remain in full force and effect.

21. Governing Law. You and NIFT agree that any disputes related to the services provided under this Subscriber Agreement shall be governed in all respects by and construed in accordance with the laws of Pakistan, excluding its conflict of laws rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Subscriber Agreement.

22. Dispute Resolution. To the extent permitted by law, before you may invoke any dispute resolution mechanism with respect to a dispute involving any aspect of this Subscriber Agreement, you 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:

(i) When each party to the dispute is a Pakistani resident or organization situated or doing business in Pakistan. All suits to enforce any provision of this Subscriber Agreement or arising in connection with this Agreement shall be brought in the Courts of Karachi, Pakistan. The parties agree that such courts shall have exclusive in personam jurisdiction and venue and the parties submit to the exclusive

in personam jurisdiction and venue of such courts. The parties further waive any right to a jury trial regarding any action brought in connection with this Subscriber Agreement;

(ii) Where one or more parties to the dispute is not a Pakistani resident or organization situated or doing business in Pakistan. All disputes arising in connection with this Subscriber 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 Subscriber 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.

23. Non-Assignment. Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at NIFT's option.

24. Notices. You will make all notices, demands or requests to NIFT with respect to this Subscriber Agreement in writing to: Practices Development, National Institutional Facilitation Technologies Pvt. Limited, 5, AWT Plaza, I.I. Chundrigar Road, Karachi – 74200, Pakistan.

25. Entire Agreement. This Subscriber Agreement, together with the NIFT CPS, constitutes the entire understanding and agreement between NIFT and you with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between NIFT and you concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein. Section headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning of this Subscriber Agreement. Terms and conditions in any purchase orders that are not included in this Subscriber Agreement or that conflict with this Subscriber Agreement are null and void.

26. By submitting to (ie. electronically signing (functional and legal equivalent) and consenting to be bound by it and becoming a party to this agreement by acceptance, accession, consent or by conduct) this Subscriber Agreement (and Application) you represent that the following statements are true and warrant that such statements will be true during the term of this Subscriber Agreement:

a) You are eligible to obtain and utilize a Certificate in a manner consistent with all applicable export control laws and regulations of the United States.

b) you will independently assess the appropriateness of the use of a Certificate for any given purpose and determine that the Certificate will, in fact, be used for an appropriate purpose. You agree that you will not rely on a Certificate unless the use of the Certificate is appropriate;

d) you shall utilize the appropriate software and/or hardware to perform digital signature verification or other cryptographic operations you wish to perform, as a condition of relying on a Certificate in connection with each such operation. You agree that you will not rely on a Certificate unless these verification procedures are successful;

(e) you warrant and agree that a Certificate 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 with the definition of an advanced electronic signature for the purposes of the Electronic Transactions Ordinance 2002.

(f) you warrant and agree that the allocation of Intellectual Property Rights among NIFT Subdomain Participants other than Subscribers and Relying Parties is governed by the applicable agreements among such NIFT Subdomain Participants. All title and copyrights in and to any Software provided by NIFT (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 such Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties.

27. Notwithstanding section 31 of the Electronic Transactions Ordinance 2002, any document or electronic message or service or Certificate mentioned in this Agreement 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 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.

28. Notwithstanding anything in this Agreement 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.