

## CERTIFICATE SUBSCRIBER AGREEMENT FOR DIGITAL CERTIFICATES

YOU MUST READ THIS CERTIFICATE SUBSCRIBER AGREEMENT FOR DIGITAL CERTIFICATES ("SUBSCRIBER AGREEMENT") CAREFULLY BEFORE APPLYING FOR, ACCEPTING, OR USING A DIGITAL CERTIFICATE ("CERTIFICATE"). A CERTIFICATE WILL ONLY BE ISSUED TO YOU IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS SUBSCRIBER AGREEMENT. BY CLICKING "I ACCEPT" BELOW, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS SUBSCRIBER AGREEMENT. IF YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY THESE TERMS IN YOUR ROLE AS AN EMPLOYEE OF AN ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE APPROPRIATE AUTHORITY TO BIND YOUR EMPLOYER TO THIS SUBSCRIBER AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT CLICK "DECLINE" AND DO NOT APPLY FOR, ACCEPT, OR USE A CERTIFICATE.

**1. Definitions. Applicant:** An Individual authorized by an Organization to undertake the Registration Process for the purpose of having a Certificate issued to that Organization as a Subscribing Customer. If you are agreeing to this Subscriber Agreement in your role as an employee, you are the Applicant.

**Company:** The Organization that is your employer.

**Organization:** Means a non-consumer entity, including, but not limited to, companies, corporations, limited liability companies, associations, financial institutions, government agencies, partnerships, limited partnerships, and sole proprietorships.

**Public Key Infrastructure (PKI):** A set of hardware, software, people, procedures, rules, policies, and obligations used to facilitate the trustworthy creation, issuance, management, and use of Certificates and Public and Private Keys.

**RA Services:** Certain WS CA Services the performance of which WS CA has delegated to an appointed RA. Such services include the administration of the Registration Process relating to the creation, issuance, or management of Certificates and processing requests for the Reissuance, Suspension, Unsupension, and Revocation of Certificates.

**Relying Parties:** An Individual or Organization who has received information that includes a Certificate and a Digital Signature verifiable with reference to a Public Key listed in the Certificate and is in a position to rely on said Certificate. For purposes of this Subscriber Agreement, the Relying Parties are Wells Fargo Bank, N.A. and its affiliates.

**Registration Authority (RA):** Means the Organization to which WS CA has delegated RA Services.

**Registration Process:** The process administered by an RA that a Subscribing Customer uses to apply for and obtain a Certificate. This process includes conducting the corresponding due diligence on Organizations and Subjects for applying for and obtaining Certificates.

**Relying Party:** An Individual or Organization who has received information that includes a Certificate and a Digital Signature verifiable with reference to a Public Key listed in the Certificate and is in a position to rely on said Certificate.

**Subject.** Means you.

**Subscriber or Subscribing Customer:** Means you or Company.

**WellsSecure Certification Practice Statement Or WS CPS:** The practices that the WS CA employs in providing certification services that include, but are not limited to, issuing, managing, revoking, and

## CERTIFICATE SUBSCRIBER AGREEMENT FOR DIGITAL CERTIFICATES

renewing Certificates in accordance with the specific requirements of the WS CPS. The WS CPS used in this document is Version 13.2, dated August 2014. **WellsSecure Certificate Authority or WS CA:** Means the WellsSecure Certificate Authority.

**WS CA Services:** Services specified in the WellsSecure Certification Practice Statement and provided by WS CA relating to the creation, issuance, or management of Certificates. All capitalized terms used within this Subscriber Agreement, if not otherwise defined, are as defined or further defined in the Certificate Policy. In the event of a conflict between the definitions in this Subscriber Agreement and the WS CPS, the WS CPS shall govern.

**2. WellsSecure Certification Practice Statement:** If you are agreeing to this Subscriber Agreement in your role as an employee, the WS CPS is applicable to you as an Applicant and Subject and to Company as a Subscriber. If you are agreeing to this Subscriber Agreement on your own behalf, the then current WS CPS is applicable to you as an Applicant, Subject and Subscriber. The WS CPS is hereby incorporated by reference in this Subscriber Agreement.

### 3. Description of Certificate; Certificate Application.

**3.1 Description of Certificate.** Certificates are used to create "Digital Signatures" which are defined as data produced by transforming an electronic record using Public Key Cryptography and the Private Key of the signer of the electronic record, allowing a recipient, having the original electronic record, the data produced by the transformation, and the signer's Public Key, to accurately determine: (a) whether the data produced by the transformation was generated using the signer's Private Key that corresponds to the signer's Public Key; and (b) whether the original electronic record has been altered since such transformation. The WS CA issues multiple Certificate types that are identified in the WS CPS. The specific Certificate type that you are requesting shall be identified in your Certificate application.

**3.2 Certificate Application.** By submitting the Certificate application, you request that a Certificate be issued to you that identifies you for your use in certain communications with the Relying Parties. If your Certificate application is approved, a Certificate will be issued to you for your use in accordance with this Subscriber Agreement. Your use of the Certificate shall be your confirmation that the information included in the Certificate accurately reflects the information submitted in your Certificate Application.

### 4. Your Obligations, Representations and Warranties.

**4.1** You warrant that you will use the Certificate in accordance with this Subscriber Agreement and the WS CPS.

**4.2** You acknowledge that you are familiar with, and agree to comply with, the WS CPS procedures relating to the Issuance, Expiration and Revocation of Certificates issued to you under this Subscriber Agreement.

**4.3** You agree to provide RA and WS CA, as applicable, with any and all information necessary for RA and WS CA to perform their obligations under this Subscriber Agreement and the WS CPS. You warrant the accuracy and completeness of any and all information submitted to RA and WS CA in connection with this Subscriber Agreement. You further warrant that you have all rights and any necessary consents to provide such information.

**4.4** You shall provide timely and accurate notice to RA or WS CA, as applicable, of information relating to: (a) the ongoing validity and/or accuracy of your Certificate; or (ii) any Compromise or suspected Compromise of your Certificate.

## CERTIFICATE SUBSCRIBER AGREEMENT FOR DIGITAL CERTIFICATES

**4.5** You warrant to RA and WS CA that it will be notified immediately if any information, set forth in a Certificate or otherwise provided to RA or WS CA in connection with this Subscriber Agreement, has changed or ceased to be correct and/or complete, and warrants that if information set forth in a Certificate has changed or ceased to be correct and/or complete, the you will immediately cease using such Certificate.

**4.6** You will not allow the Certificate to be used in connection with: (a) any transaction prohibited by applicable law, including but not limited to any use in Office of Foreign Assets Control (OFAC) negative countries; or (b) any transaction for which you are not acting either as principal or as agent for Company.

**4.7** You shall at all times protect your Certificate against Compromise, in accordance with this Subscriber Agreement and the WS CPS. This obligation shall include, without limitation, ensuring that your computer environment is reasonably designed and secured so as to protect the Certificate and the PKI of WS CA from Compromise and unauthorized use.

**4.8** You shall not engage in fraudulent behavior as it relates to your Certificate, including without limitation any of the following: (a) manipulating the client clock to reflect anything other than the correct, current, regional time, and/or (B) damaging, investigating, re-engineering, or otherwise interfering with the token, clock, certificate, smart card chip, or other element of the Certificate or PKI of WS CA.

**5. Obligations of RA and WS CA; Privacy.** If you have submitted your Certificate application to an RA: (a) that RA will perform RA Services, and (b) WS CA will perform those WS CA Services that remain after RA Services have been performed, for the Certificates requested and issued pursuant to this Subscriber Agreement in accordance with the WS CPS . If you have submitted your Certificate application to WS CA, the WS CA will perform all WS CA Services for such Certificates. WS CA and RA may only use the information that you have provided in connection with your Certificate as provided in WS CPS and, further, shall protect such information in the manner set forth in WS CPS.

**6. Suspension, Reinstatement, Revocation, and Expiration of a Certificate.** Your Certificate is subject to Suspension, Reinstatement, Revocation and Expiration as provided in the WS CPS. You agree that you shall cease using the Certificate upon Suspension, Revocation or Expiration.

### **7. License of Intellectual Property.**

**7.1 Ownership.** You acknowledge and Agree that WS CA and its affiliates own and shall retain all respective rights, title and interest in and to, and all intellectual property rights embodied in or associated with the PKI operated by WS CA and the issuance, delivery and use of any Certificate, OIDs, Token(s), SKSS, Key Pairs, trademarks or other intellectual property and PKI Documents. Such right, title and interest shall extend without limitation to any content, software, graphics, design materials, technology, methods, architecture, publications, business plans and other tangible or intangible intellectual property-based assets of any kind in machine readable, printed or other form and all revisions, enhancements, improvements, technical know-how, patents, copyrights, moral rights and trade secrets associated with any Certificate, OIDs, Token(s), SKSS, Key Pairs, trademarks or other intellectual property, and/or PKI Documents. Except as expressly stated in the WS CPS or this Subscriber Agreement, you will have no rights of any kind in or to any Certificate, OIDs, Token(s), SKSS, Key Pairs, trademarks or other intellectual property, or PKI Documents. Any rights not expressly granted under this Subscriber Agreement are reserved by WS CA and its affiliates.

**7.2** You are hereby granted a non-exclusive, non-transferable, limited license or sub-license, as the case may be, during the term of this Subscriber Agreement, to use the Certificate for the purposes set forth in this Subscriber Agreement. All rights not expressly granted to you in the Certificate are reserved solely for

## CERTIFICATE SUBSCRIBER AGREEMENT FOR DIGITAL CERTIFICATES

WS CA. You shall not make or have made a copy or derivative of any part of the Certificate, in any form or by any means, whether in part or in whole, except for any copy that is made as part of installing, using, testing, or backing-up the Certificate. You shall not assign, transfer, lease, rent, sublicense, disclose or distribute the Certificate. You shall not alter, modify, transfer, de-compile, disassemble or reverse engineer the Certificate or any of its components.

**7.3** Except as set forth above, no title or license, or ownership interest or intellectual property rights in or to the Certificate and/or the Marks is granted to or shall be acquired by you. The WS CA and/or its third party licensors, as the case may be, have and shall retain all title to and ownership interest and intellectual property rights in the Certificates and Marks and in any and all modifications, adaptations, improvements and developments made thereto or therein.

### **8. Fees and Costs.**

**8.1 Fees.** You shall be responsible for paying to the RA or WS CA, as applicable, the fees for your Certificate set forth in your Certificate Application. If Company has an agreement with the RA for a product or service with which you are using your Certificate, the fees for your Certificate may be set forth in Company's agreement with the RA.

**8.2 Costs and Expenses.** Any of your costs or expenses related to your use of the Certificate, including telephone and data communication costs, shall be borne by you or Company.

**9. Term; Termination.** This Subscriber Agreement shall be effective so long as your Certificate is Valid; provided, however that RA or WS CA, as applicable, may terminate this Subscriber Agreement at any time for any reason by giving you not less than thirty (30) days' prior written notice. In the event of termination of this Subscriber Agreement, all rights and licenses granted to you under this Subscriber Agreement shall immediately cease and you shall promptly cease using the Certificate. You shall not receive any refund of fees previously paid to RA or WS CA as a result of termination of the Agreement. Any termination of this Subscriber Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of the Agreement which is expressly or by implication intended to come into force or continue in force on or after that termination.

### **10. Limitation of Liability.**

**10.1 Limitation on Amount of Direct Damages.** The liability of RA, WS CA, and any of their affiliates, to you, whether in contract, tort or otherwise, shall be exclusively limited to direct damages resulting from RA or WS CA's gross negligence, wilful misconduct or intentional breach of its performance of their respective obligations under this Subscribing Agreement and shall not exceed the amount of \$2,000 per Certificate.

**10.2 Limitation on Other Damages.** IN NO EVENT SHALL THE WS CA OR RA, OR ANY OF THEIR AFFILIATES, BE LIABLE FOR EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE WS CA OR RA SERVICES AND/OR CERTIFICATES, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE. THESE LIMITATIONS WILL APPLY WHETHER OR NOT THE WS CA OR RA HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER OR NOT THE WS CA OR RA COULD HAVE FORESEEN SUCH

## CERTIFICATE SUBSCRIBER AGREEMENT FOR DIGITAL CERTIFICATES

DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**10.3 Excluded Occurrences.** You acknowledge and agree that notwithstanding Section 10.1 above, RA and WS CA, and their affiliates, shall have no liability whatsoever for direct damages, whether in contract, equity, tort or otherwise, to the extent that your losses, liabilities, or damages arose from or are related to any of the "Exclusion of Certain Damages" events set forth in the limitations of liability provision of the WS CPS.

**11. DISCLAIMER OF WARRANTIES.** THE RA AND WS CA, AND THEIR AFFILIATES, DISCLAIM ANY AND ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, QUALITY MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF ACCURACY OF INFORMATION PROVIDED WITH RESPECT TO THE PARTICIPATION OF PARTICIPANTS IN THE PKI, INCLUDING USE OF KEY PAIRS, CERTIFICATES, OR THE RA OR THE WS CA SERVICE. THE RA AND WS CA, AND THEIR AFFILIATES, FURTHER DISCLAIM ANY AND ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, THAT PARTICIPATION IN THE PKI WILL AFFECT IN ANY MANNER THE LEGAL RECOGNITION OR ENFORCEABILITY OF A DIGITAL SIGNATURE OR A TRANSACTION, OR THE LAWFUL NATURE OF A YOUR BUSINESS OR COMPLIANCE WITH APPLICABLE LAW.

**12. Indemnification.** You shall indemnify and hold harmless RA and WS CA, and their affiliates, from and against any liability, loss or damage incurred by RA or WS CA, or their affiliates, resulting from your failure to comply with the terms of this Subscriber Agreement or the WS CPS in accordance with the indemnification obligations and processes set forth in the WS CPS.

### **13. General Provisions.**

**13.1 Company.** If you have agreed to this Subscriber Agreement in your role as an employee, each act or omission of you, with respect to the Certificate or your obligations, representations, warranties or covenants set forth in this Subscriber Agreement and the WS CPS, shall for all purposes of this Subscriber Agreement and the WS CPS be deemed an act or omission of Company.

**13.2 Notices.** All notices, authorizations and requests required or permitted by either party in connection with this Subscriber Agreement shall be made in accordance with the WS CPS.

**13.3 Choice of Law.** This Subscriber Agreement shall be governed by and construed in accordance with the laws of the State of California (without reference to the conflict of law rules of California). You hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any litigation arising in connection with this Subscriber Agreement.

**13.4 Dispute Resolution.** Any disputes between you, RA, WS CA, or any other Participant shall be finally settled in accordance with the dispute resolution provisions of the WS CPS.

**13.5 Force Majeure.** The provision of the WS CA Services or RA Services may, at any time, be limited, suspended, modified or terminated, if reasonably necessary, by WS CA or RA. Neither RA nor WS CA shall be considered in default hereunder due to any failure in its performance of this Subscriber Agreement should such failure arise out of causes beyond its reasonable control and without its fault or negligence.

**13.6 Illegality/Unenforceability.** The illegality, invalidity or unenforceability of any provision of this Subscriber Agreement or any part thereof under the law of any jurisdiction shall not affect the legality,

## CERTIFICATE SUBSCRIBER AGREEMENT FOR DIGITAL CERTIFICATES

validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any remaining provisions.

**13.7 Assignment.** You shall not assign, sub-license, transfer, encumber or otherwise dispose of any of your rights under this Subscriber Agreement or transfer its legal relationship towards each other under this Subscriber Agreement without the prior written consent of the WS CA.

**13.8 Entire Agreement.** This Subscriber Agreement and the WS CPS constitutes the entire agreement between you and RA and WS CA with respect to the subject matter covered thereby and supersedes all earlier agreements and understandings, whether oral, written or otherwise, between you and RA and WS CA related to its subject matter.

**13.9 Surviving Provisions.** Any termination of this Subscriber Agreement shall not affect any accrued rights or liabilities of any party nor shall it affect the coming into force or the continuance in force of any provision of this Subscriber Agreement which is expressly or by implication intended to come into force or continue in force on or after that termination. Such provisions shall include, without limitation, Sections 2, 10, 11 and 12.

**13.10 Modifications to this Subscriber Agreement.** RA or WS CA may at any time amend or modify this Subscriber Agreement. Such amendment shall take effect thirty (30) days after your receipt of written notice setting forth the details of the amendment.

**13.11 Export Regulation.** You acknowledge that the Certificate provided hereunder may be subject to export regulation and that you are solely responsible for complying with all laws pertaining to it in regard to the use or export of the Certificate or its components. You agree that you will not export or re-export the Certificate or any of its components without the written permission of the WS CA.

**END**