

## WISeKey SA CertifyID MPKI Registration Agent Agreement -RAA-

This Agreement is made the <DAY> day of <MONTH> of <YEAR> BETWEEN WISeKey S.A. («WISeKey») of 58 Av. Louis-Casaï, CH-1216 Cointrin, Switzerland

AND <COMPANY\_NAME> ("Applicant") of <CITY>, <COUNTRY>.

1. **Definitions:** The definitions in the CertifyID Standard and Advanced Services Issuing CA Certification Practices Statements (herein the "Standard CPS" and "Advanced CPS" or CPS where either one may be applicable) are hereby incorporated by reference (available at <https://www.wisekey.com/repository/>) and are applicable to this Agreement.
2. **Initiate and Proceed with Registration Agent Application Process:** The signatories to this Agreement hereby agree to perform the necessary acts to initiate and proceed with the Registration Agent application process, in accordance with and subject to the provisions of this agreement.
3. **Evaluation of Potential Registration Agents by WISeKey:** WISeKey shall evaluate Applicant's capacity to operate as a Registration Agent based on the fulfilment of the requirements established from time to time by WISeKey and based on the results approve or reject Applicant as a Registration Agent. Compliance with such requirements does not oblige WISeKey to approve Applicant's request to become a Registration Agent. Applicant will be notified by WISeKey of its approval or rejection of the Registration Agent at the postal address and electronic mail address provided in this Agreement. Applicant's signature of this Agreement is demonstration of its consent to accept the Approval to become a Registration Agent upon delivery of the approval notification. In particular for SSL and eMail certificates, the Registration Agent will need to demonstrate ownership on the internet domains for which it will be issuing digital certificates.
4. **Content of the Registration Agent License:** The license granted by WISeKey to Applicant upon becoming a Registration Agent contains the following rights:
  - The right to undertake Registration Agent Functions for the authorized Internet Domains. The foregoing right includes approving or denying certificate requests, suspending and revoking certificates, providing support to customers and ensuring compliance with the applicable policies and procedures;
  - Use of WISeKey trademarks in accordance with and for the purposes of this contract, any authorisations provided by WISeKey and the WISeKey Intellectual Property Guidelines (if any);
  - Access to WISeKey Technical Support via email and telephone during Geneva, Switzerland working hours and business days in accordance with the Service Level Agreement;
  - Sales and marketing support from WISeKey.
5. **Non-Transferability and Non-Exclusivity of License:** The Registration Agent license is non-transferable and non-exclusive. It shall not be sold, leased, rented, transferred, assigned, or disposed of in whole or in part either by sale, voluntary or involuntary merger, consolidation or otherwise, without WISeKey's written approval. Unless otherwise agreed, any costs associated with WISeKey's review of any transfer proposed by Applicant shall be reimbursed to WISeKey by Applicant, regardless of whether such sale, transfer, assignment or disposition is approved or not. The license is solely for the undertaking of Registration Agent functions within the market served by the Applicant through the remote access to WISeKey's Data Center infrastructure and operations. Applicant is required to obtain an authorisation or separate license from WISeKey for any activities other than operating and providing the Registration Agent services described in this Agreement.
6. **Duty of Care to Comply with Policies, Procedures, and Law:** In the performance of its activities as a Registration Agent, Applicant undertakes to act with reasonable care in performing the Registration Agent functions, which it hereby acknowledges to have reviewed and be aware of. Applicant shall be deemed to have used reasonable care if it has acted in good faith and has complied with any manuals, guidelines provided by WISeKey as well as the rules, practices, procedures and policies established in the CPS. Registration Agents are also required to comply with any applicable law (local or international), including any data protection, export, import, re-export, use and/or production of cryptographic products and services.
7. **WISeKey's Warranty to Applicant:** WISeKey warrants to act in accordance with the CPS and any applicable rule of law in Switzerland.
8. **Right to Carry Out Audits and Investigations:** WISeKey, or an entity designated by WISeKey, shall have the right to carry out or have carried out audits and investigations of any kind as and when WISeKey sees fit, of any Registration Agent's activities related to the provision of the certification services referred to herein. This shall include reviewing its records, operations and services provision. In the event that Applicant terminates its activities as a Registration Agent, it must maintain its records available to WISeKey for any purposes relevant to the administration of the CPS for the period of time referenced in the CPS.
9. **Termination of Registration Agent Activities:** In the event that Applicant terminates its activities as a Registration Agent, it shall ensure the ongoing compliance with the corresponding policies and procedures, especially those related to document retention and privacy.
10. **Licenses, Permits, Accreditations and Recognitions:** Under no circumstances shall WISeKey undertake nor shall it be obliged to obtain a license, accreditation or recognition required, mandated or proposed under law to provide certification services in a given country. WISeKey may, in its sole and absolute discretion, seek to solve any problems arising for a Registration Agent due to the lack of license, permit, accreditation or recognition.
11. **Certification Services Fees:** The certificate fees corresponding to any certificates successfully processed by Applicant shall be paid to WISeKey in accordance with the terms of the proposal approved by the parties or with any third parties that WISeKey has executed a proposal for the provision of services corresponding to this agreement.
12. **Acknowledgement of WISeKey's Intellectual Property Rights:** Applicant hereby acknowledges WISeKey's right, title and interest in and to the "WISeKey" and "CertifyID" names and logos as trademarks and service marks, as well as of the

copyright in all documents provided or made available by WISEKey (e.g. policy documents, operational rules, contracts, advertising material, technical data sheets, guides, photographs, images, training material and courses), whether in printed or electronic form, including all translations to other languages, adaptations to local law, compilations or other modifications. This also includes any other present or future trademarks, service marks and other intellectual property rights property of WISEKey. Applicant further agrees not to claim or attempt to claim any title to the Marks or any right to use, reproduce, copy, sub-licence such Marks and other intellectual property rights (in any way or form, including domain names) except as permitted by this Agreement.

13. **Indemnification:** The parties hereby agree to indemnify, defend and hold each other harmless, their elected officials, employees, agents, volunteers, affiliates and subsidiaries from any and all claims, damages, costs (including, without limitation, attorneys' fees), judgements, awards or liability, including those of entities relying on certificates processed through Applicant, arising from its infringement of the intellectual property rights of third parties, from the unlawful nature or unlawful use of the information contained in certificates processed by it, or from any of either party's operations and activities as a certification service provider, as a result of either party's breach of this contract or from acts or omissions contrary to any applicable law (regardless of whether such operations and activities have been outsourced).
14. **Disclaimers and Liability Limitations in the CPS:** WHERE APPLICABLE, ANY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE CPS ARE EXPLICITLY INCORPORATED HEREIN BY REFERENCE (AVAILABLE AT [HTTP://WWW.WISEKEY.COM/REPOSITORY/](http://www.wisekey.com/repository/)). UNLESS OTHERWISE PROVIDED FOR AND EXPLICITLY AGREED AS AN AMENDMENT TO THIS PROVISION. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY AMOUNT GREATER THAN FIFTY THOUSAND SWISS FRANCS (CHF50'000.00) WITH REGARD TO ALL DAMAGES ARISING FROM ANY DAMAGES NOT COVERED BY THE LIABILITY LIMITATIONS PROVIDED IN THE CPS. FOR ALL OTHER CASES, THE LIMITATION OF LIABILITY PROVISIONS PROVIDED IN CPS APPLY TO THE RELATIONSHIP BETWEEN THE PARTIES TO THIS CONTRACT.
15. **Right to Alter terms of License:** WISEKey and Applicant hereby reserve the right to alter, amend or modify the terms and

conditions of the Registration Agent license by written agreement signed by both parties.

16. **Termination:** WISEKey may, in its sole and absolute discretion, decide to revoke the Registration Agent license in the event of a material breach of this contract. This agreement may be terminated by either party with a 45-days notice. Either party may terminate this agreement with immediate effect at any time by serving notice of termination upon the other party if the other party defaults by failing to perform any material obligation upon its part to be performed pursuant to the agreement, including lack of fulfilment of the requirements to become a Registration Agent. This agreement shall terminate with immediate effect and without notice:
  - i. in the event of either party entering into insolvency, receivership or bankruptcy or similar proceedings;
  - ii. if either party fully or substantially ceases to do business or is dissolved;
  - iii. if Applicant attempts to assign this license by any means whatsoever without WISEKey's approval.
17. **Survivable:** This clause and the provisions of clauses, 1, 9, 13, 14, 19 and 20 shall survive the expiration or earlier termination of this Agreement.
18. **Notice:** Unless otherwise explicitly agreed or established through the CPS, all notices, demands or other communications under this agreement must be given or made in writing and must be delivered personally, sent by fax or by registered mail to:

<b>WISEKey</b> 29, route de Pré-Bois Case postal 885 Geneva 15 CH-1215 Switzerland Email: <a href="mailto:contracts@wisekey.ch">contracts@wisekey.ch</a>	<b>Applicant:</b>
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19. **Applicable Law:** This agreement shall be governed and interpreted in accordance with the laws of Switzerland and the parties consent to the exclusive jurisdiction of the Geneva courts.
20. **Counterparts:** This Agreement may be executed in counterparts each of which shall constitute an original and all of which taken together shall constitute one and the same document.

SIGNED for and on behalf of WISEKey S.A.

SIGNED for and on behalf of \_\_\_\_\_

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

Title:

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

Title: