

DIGITAL CERTIFICATE SUBSCRIBER AGREEMENT

This agreement is entered into by and between LankaClear (Private) Limited (hereinafter called and referred to as LCPL, LankaClear or Certificate Service Provider) its successors and permitted assigns of the one part; and the Certificate Owner whose name appears in the jurat hereof its successors and permitted assigns of the other part.

This Agreement shall be effective on the same date when the last Party signed in the jurat hereof at Colombo in the Democratic Socialist Republic of Sri Lanka. (The “effective date”)

Whereas this Agreement incorporates by reference any certificate policy contained in the Certification Service Provider: Summary - Certificate Policy (CP) which is morefully described in Annex 1 hereto and Certification Service Provider: Summary - Certification Practice Statement (CPS) which is morefully described in Annex 2 hereto, and Operating System Compatibility morefully described in Annex 3 hereto.

And whereas the Certificate Owner agrees to abide by the terms of this LANKASIGN Digital Certificate Subscriber Agreement as well as the provisions of the Electronic Transactions Act No. 19 of 2006 and regulations made thereunder.

And Whereas the Digital Certificate will be issued by LankaClear (Private) Limited which will enable the Certificate Owner to participate in the LCPL Public Key Infrastructure (PKI)

Disclaimer: LankaClear takes no responsibility for the manner and the circumstances in which the Certificate User uses the said digital certificate.

1. Definitions

- i. Certificate User/s shall be the person in whose name the digital certificate is issued.
- ii. Certificate Owner shall be the organization or establishment or the entity that signs the legal agreement with LCPL and under whose authorization, certificates are issued to the Certificate Users within that organization or establishment or the entity

2. Background

LCPL functions as a Certificate Service Provider (CSP) under the brand name LANKASIGN to provide enhanced and secure services in Sri Lanka, through the use of X.509 digital certificates and associated technologies. The CSP services of LCPL will be provided using an industry standard Certificate Authority operated by LCPL and hereinafter referred to as LCPL-CSP. As part of this service, LCPL issues digital certificates to eligible LCPL customers.

3. Duties and Obligations of LCPL {the Certificate Service Provider (CSP)}

- i. LCPL shall use its best endeavors to control intermediate systems used to generate private keys or transfer data and shall comply with CSP physical and operational standards to give the Certificate Owners and Certificate User/s the best secured service. LCPL shall take

reasonable care in all Certification Authority (CA) service processes to ensure keys are generated, distributed, and revoked securely and in a trustworthy manner.

- ii. LCPL shall communicate to Certificate Owners and Certificate Users any proposed changes to the status of the CSP service and any implied changes to the Certificates.
- iii. LCPL shall be at all times be obliged by Annexes hereto.
- iv. Once a Certificate Owner or a Certificate User submits a revocation request to LCPL, LCPL will process same within two (02) business days.
- v. LCPL shall use its best endeavours to ensure prompt service to the Certificate Owner/Users in the event of technical or compatibility issues.

4. Duties, Obligations and Undertakings of the Certificate Owner

- i. Certificate Owner acknowledges and agrees that all digital transmissions authenticated through the use of a digital certificate shall have the same legal effect, validity and enforceability as if the transmissions had been in writing and duly signed by the parties thereto in accordance with all applicable laws, rules and regulations.
 - ii. The Certificate Owner or Certificate User shall not dispute, contest or otherwise challenge the legal effect, validity or enforceability of a digital transmission authenticated through the use of a Digital Certificate solely because it is in digital form.
 - iii. The Certificate Owner shall undertake that forthwith upon termination, revocation or expiry of this Agreement (howsoever caused), it shall cease the use of the Certificates issued under this Agreement.
 - iv. Responsibilities of Certificate Owner utilizing Secure Signature Creation Devices (SSCD): where a Certificate/Key Pairs reside on a SSCD, for example cryptographic USB tokens or other secure media, the Certificate Owner represents warrants and covenants with and to LCPL that it shall;
 - (a) not use personal data or other easily guessed terms (for example, Name, Passport No, Date of Birth etc.) as the activation code or password for SSCD;
 - (b) separately store if necessary the activation code or password from the SSCD; and
 - (c) change the activation code or password if the Certificate Owner knows or reasonably ought to know the activation code or password has been compromised.
 - v. For the avoidance of doubt it is hereby agreed between the parties that a breach of the aforesaid duties and obligations of the Certificate Owner could amount to a breach of the provisions contained in the Computer Crimes Act No. 24 of 2007.
 - vi. Certificate Owner shall indemnify LCPL against any and all claims by third parties for damages of any kind arising from the use of the said Certificate and/or use of CSP service provided by LCPL.
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- vii. For the avoidance of doubt, the Certificate Owner shall be responsible in relation to the use of the Certificate and shall ensure that the Certificate User/s shall conform to all of the obligations stated herein.
- viii. Certificate Owner shall ensure the configurations related to the digital certificate owner/user is performed according to the guidelines provided in www.lankaclear.com and that recipients and other relying parties are advised to do same to enable validation of certificates.
- ix. Re-submit a set of corporate documents of the Certificate Owner at the time of renewing the digital certificate in the event of a change in the same.
- x. Update LCPL in the event of any change in the organization or Certificate User information (eg. Company Directors, address, name or number)
- xi. The Certificate Owner shall be at all times be obliged by Annexes hereto.
- xii. Certificate Owner shall ensure to review and verify the digital certificates issued to the Certificate Users.
- xiii. Certificate Owner shall ensure to request for revocation in case of compromise or if information in digital certificate issued to the Certificate Users is not accurate
- xiv. Certificate Owner shall ensure that:
 - a. In each event the Certificate User/s use/s the Digital Certificate on behalf of the organization through which he/she has submitted the application, the Certificate User/s shall keep the said organization (ie. Certificate Owner) informed of same and obtain necessary approvals as required.
 - b. The Certificate User/s is/are solely responsible for exercising due diligence and reasonable judgment before choosing to place any reliance whatsoever on a Certificate; and
 - c. A certificate is not a grant, assurance or confirmation from LCPL of any authority, rights or privilege save as expressly set out in the Summary Certificate Policy and Summary Certification Practice Statement relevant to the said Certificate.

5. Legality of Information

Certificate Owner shall solely be responsible for the legality of the information they present for use in certificates in any jurisdiction in which such content may be used or viewed. Certificate owner is liable for any misrepresentations they make in a certificate to third parties that reasonably rely on the representation contained therein.

6. Notices

Any notice or other information required or authorized by this Agreement to be given by the Certificate Owner to LCPL shall be given by hand with due acknowledgement or sent by courier, registered post or electronic form to LCPL to the respective addresses mentioned below. The notice shall be deemed to be delivered within seven days of such delivery whereas any updates given to the Certificate Owner may be published on www.lankaclear.com from time to time. Any other notices including but not limited to legal notices shall be sent to the Certificate Owner to the address which is stated hereof.

Senior Manager – Information Security Solutions,
LankaClear (Private) Limited
Level 18, Bank of Ceylon Head Office,
“BOC Square”, No. 01, Bank of Ceylon Mawatha,
Colombo, 00100
TP: (94) 11 356900
Email: helpdesk@lankaclear.com

7. Fees

LCPL charges fees for the certificate services provided to its clients for issuance, renewal and reissue of certificates prior processing of same as communicated via email. LCPL reserves the right to revise the said fees from time to time. LCPL shall not charge fees for the revocation of certificates or for the provision of certificate status verification services for LANKASIGN-CSP issued certificates including Online Certificate Status Protocol (OCSP) Responder Systems and Certificate Revocation List (CRL)s. Upon the issuance or renewal of a certificate, LANKASIGN-CSP shall not refund the payments made.

8. Indemnity by Certificate Owner

The Certificate Owner agrees to indemnify and hold LANKASIGN-CSP and its Certificate Users harmless from any acts or omissions resulting in liability, any loss or damage, and any suits and expenses of any kind that LANKASIGN-CSP, and the above mentioned parties may incur, that are caused by the use or publication of a certificate, and that arises from:

a) Any false or misrepresented data supplied by the Certificate Owner/User.

b) Any failure of the Certificate Owner to disclose a material fact, if the misrepresentation or omission was made negligently or with intent to deceive the CSP, LANKASIGN-CSP, or any person receiving or relying on the certificate.

c) Failure to protect the Certificate Owner's/Users' confidential data including their private key, or failure to take reasonable precautions necessary to prevent the compromise, loss, disclosure, modification, or unauthorized use of the Certificate Owner's/Users' confidential data.

9. General Provisions

i. Term:

This Agreement shall be effective from the date of signing by the last Party in the jurat hereof unless terminated under the following conditions and all issued Digital Certificates shall be revoked.

- a) The Agreement may be terminated with mutual consent by the parties hereto or
- b) the Agreement shall be terminated immediately by LCPL due to a breach of Agreement by the Certificate Owner or
- c) either party may terminate this Agreement by giving not less than 30 days written notice to the other Party

ii. General: Termination of this Agreement shall not affect any actions taken prior to such termination and all rights and liabilities are preserved and will survive such termination.

iii. Governing Law and Jurisdiction: This agreement shall be construed, interpreted and dealt with under the laws of the Democratic Socialist Republic of Sri Lanka.

iv. Dispute Resolution:

a. Before resorting to any dispute resolution mechanism including adjudication or any type of Alternative Dispute Resolution, parties agree to notify LANKASIGN- CSP of the dispute with a view to seek dispute resolution.

b. If any dispute or difference whatsoever arises between the parties concerning matters relating to this Agreement or any provision thereof, the parties herein shall use their best endeavors to resolve the dispute or difference amicably. Failing amicable resolution within 30 days of such dispute or difference by the parties hereto the dispute or difference shall then be finally resolved by arbitration by a sole Arbitrator or in the event the Parties hereto cannot agree to the appointment of a sole Arbitrator by a panel of three Arbitrators at Colombo as per the Arbitration Act No. 11 of 1995 of Sri Lanka.

v. Transfer and Assignment: Neither Party shall transfer or assign this Agreement to any third party without the prior written approval of the other Party.

vi. Entire Agreement: This Agreement and the Annexes constitutes the complete agreement between the Parties hereto. Any addition, amendment or modification hereto shall be valid and effective only if done in writing signed by the duly authorized representatives of the Parties hereto.

vii. Waiver: The failure by either Party to the Agreement to exercise or enforce any right conferred by the Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement hereof at any time. Further, no waiver of any term or condition in this Agreement by either Party shall be deemed subsequent waiver of that term or waiver of any other term or condition.

viii. Severability: In the event any provision of this Agreement including those relating to any limitations of liability or limitation on warranties is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

ix. Breach: In addition to any remedy that it may have at law or in equity, in the event that the Certificate Owner is in breach of this Agreement, LCPL shall be entitled to

immediately suspend or terminate this Certificate User Agreement. LCPL may investigate any such incidents, cooperate with law enforcement authorities.

- x. Confidentiality:** Other than as may be required to be disclosed pursuant to any applicable law, the Parties undertake that the Confidential Information shall be treated as confidential and shall not disclose the confidential Information to any Person without the prior written approval of the other Party. Provided, however, that Parties may disclose the Confidential Information to its employees and professional advisors strictly on a need-to-know basis or as necessary or appropriate in connection with the execution and performance of this Agreement, provided, further, that each such Person to whom the confidentiality obligations hereof shall survive the, revocation or expiration of the Certificate.
- xi. Limitations to liability:** LCPL disclaims all warranties and obligations of any type, including any warranty of fitness for a particular purpose, and any warranty of the accuracy of unverified information provided, save as contained herein. LCPL does not warrant the quality, functions or performance of any software or hardware device. In no event (except for fraud or willful misconduct or negligence) shall LCPL be liable for any indirect, incidental or consequential damages; any loss of income or profits; any loss of data; any liability that arises from compromise of a certificate owner's private key; any liability that arises from the use of a certificate that is not valid, expired or revoked; any liability that arises from the use of a certificate that has not been issued or used in confirmation with this CP/CPS; any liability incurred due to reliance on verified information contained in the certificate if the faults in this verified information are due to fraud or willful misconduct of the Certificate Owner\User or any other indirect, technical issues or incompatibilities, incorrect use of the product, non-adherence to published guidelines, consequential or punitive damages arising from or in connection with the use, delivery, license, performance or non-performance of digital certificates or digital signatures.
- xii. Warranty of Authority:** The Parties and their signatories hereto represent and warrant that the Parties are duly incorporated as mentioned hereto, that they have full legal capacity to enter into this Agreement, that the signatories hereto are duly authorized to sign this Agreement on behalf of the Parties and that this Agreement shall be binding on the Parties

The Company hereby agrees to be bound itself and its successors to the above terms, conditions and indemnity.

Both parties agree that this Agreement shall determine the rights and obligations of the parties in relation to the provision of Lanka Sign Certificates and that this Agreement shall supersede and rescind any previous communications or agreements signed between the Parties.

Annex 1

Certification Service Provider
Summary - Certificate Policy (CP)

<https://www.lankaclear.com/assets/images/knowledge-center/lankasign/downloads/36-CSP-Summary-Certificate-Policy-V3-0.pdf>

Annex 2

Certification Service Provider
Summary - Certification Practice Statement (CPS)

<https://www.lankaclear.com/assets/images/knowledge-center/lankasign/downloads/38-CSP-Summary-Certification-Practice-Statement-V3-0.pdf>

Annex 3

Operating System Compatibility

<https://www.lankaclear.com/assets/images/knowledge-center/lankasign/downloads/Annex-3.pdf>

Read and agreed to the terms and conditions of the above Annexes.

(Signature Page follows)

IN WITNESS WHEREOF the Parties hereto have set their hands hereto as herein blow with each Party retaining one fully executed Agreement.

For and on behalf of

For and on behalf of

Company Name:

Company Name: LankaClear (Private) Limited

Company Address:

Company Address: Level 18, Bank of Ceylon Head Office, "BOC Square", No. 01, Bank of Ceylon Mw, Colombo 01

Company Reg. No:

Company Reg. No. PV 7551

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Name:
Designation:
Date:

.....

Name: Channa de Silva
Designation: General Manager/CEO
(Digitally signed)

Company seal

Company seal (Digitally placed)

Witness:

Witness:

.....

Name:
Designation
NIC No:

.....

(Digitally signed)
