



# **Sub-LRA Agreement**

**between**

**The University of Queensland, trading as AusCERT**

**and**

**the Appointed sub-LRA**

**for**

**rights in relation to Certificates issued by the QuoVadis PKI System**

This agreement is between:

1. **THE UNIVERSITY OF QUEENSLAND ABN 63 942 912 684** (a body corporate established pursuant to *The University of Queensland Act 1998 (Qld)*), trading as AusCERT ("**AusCERT**"); and
2. The party named as the Appointed Sub-LRA in Part 1 of Schedule 1 ("**Appointed sub-LRA**").

## RECITALS

- A. AusCERT has entered into the AusCERT/QV Agreement under which QuoVadis will supply Certificates and in respect of which AusCERT, among other things, will act as an LRA and licence sub-LRAs to obtain access to the QuoVadis QuoVadis TrustLink Systems and obtain and use Certificates.
- B. The Appointed sub-LRA now wishes to have Certificates issued from the QuoVadis PKI System and to have access to the Service Systems for the Appointed sub-LRA's own use. The Appointed sub-LRA acknowledges that in order to participate in the QuoVadis PKI System, it must be appointed as a sub-LRA, appoint Agent Administrators to, among other things, validate information related to and authorise issuance of Certificates to qualifying Subscribers and Registrants and administer those Certificates.
- C. AusCERT agrees to appoint the Appointed sub-LRA as a sub-LRA for the supply of, and the Appointed sub-LRA agrees to purchase and use, Certificates subject to and in accordance with the terms of this agreement.

Now therefore, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

## AGREEMENT

### 1. General

- 1.1. Appointment and undertakings of sub-LRA. The Appointed sub-LRA's obligations include performing the role, tasks and functions of a sub-LRA in accordance with this agreement and each applicable Compliance Document in respect of:
  - (a) Organisation Certificates for it or for Domains, servers, hosts or devices owned, leased or licensed by or otherwise under the control of the Appointed sub-LRA; and
  - (b) End User Certificates for End Users employed or contracted by or otherwise affiliated (for the purposes for which the Certificate is required) with the Appointed sub-LRA; and
  - (c) any other Services it obtains in connection with this agreement,and AusCERT hereby appoints the Appointed sub-LRA as a sub-LRA within the QuoVadis PKI System (subject to the terms of this agreement).

AusCERT's primary role as LRA is to appoint sub-LRAs and to identify and authenticate sub-LRAs and establish QuoVadis TrustLink System accounts for their associated Agent Administrators. The Appointed sub-LRA remains responsible for its Agent Administrators and other Users, their use of Certificates and other Services and for all due diligence checks required in relation to its Users, Certificates and Services acquired.

- 1.2. Sub-LRA licence. Subject to clause 1.3 (and the other provisions of this agreement), AusCERT grants the Appointed sub-LRA and its authorised Agent Administrators, Subscribers, Registrants and End Users a limited, revocable, non-exclusive, non-transferable licence to validate and authorise the issuance of Certificates, and to manage, use and revoke Certificates, through the QuoVadis TrustLink System for the sole use of the Appointed sub-LRA through only its authorised Agent Administrators, Registrants, Subscribers and End Users.

The above licence is revoked in respect of each of the Appointed sub-LRA's Agent Administrators, Registrants, Subscribers and End Users immediately upon the individual ceasing to be employed or engaged by the Appointed sub-LRA to act in that capacity.

- 1.3. Rights and licence subject to eligibility and compliance. In addition to AusCERT's termination rights under clause 7 of this agreement, AusCERT may at any time by written notice to the Appointed sub-LRA suspend the Appointed sub-LRA's access to Service Systems and/or

terminate this agreement, without liability, either immediately or subject to certain conditions not being satisfied within a specified period if:

- (a) AusCERT is not satisfied it has all Forms and other information it requires to approve the Appointed sub-LRA for participation in the QuoVadis TrustLink System, or QuoVadis does not authorise the Appointed sub-LRA in the QuoVadis TrustLink System, for any reason;
- (b) the Appointed sub-LRA does not continue to meet eligibility criteria imposed under any QuoVadis Document from time to time;
- (c) QuoVadis refuses to approve or maintain, or suspends or terminates, the Appointed sub-LRA's TrustLink account for any reason; or
- (d) QuoVadis for any reason refuses to approve or maintain, or suspends or terminates, any account of the Appointed sub-LRA established or used for the Bulk Signing Services.

1.4. Access to QuoVadis TrustLink System.

- (a) Subject to clause 1.3, AusCERT will assist the Appointed sub-LRA and its Agent Administrators to establish an account in the QuoVadis TrustLink System for the Appointed sub-LRA and for its Agent Administrators.
- (b) AusCERT may in its discretion determine, and may alter at any time, the account privileges given to Agent Administrators (and AusCERT may also make changes to the account privileges of Agent Administrators for the Appointed sub-LRA where requested to do so by any Sub-LRAO).
- (c) The Appointed sub-LRA's Agent Administrators are responsible for obtaining (and doing all things necessary to obtain) access to the QuoVadis TrustLink System for the Appointed sub-LRA's Subscribers, Registrants and End Users.
- (d) The Appointed sub-LRA must use the Service Systems to order and authorise the issuance of Certificates, control the Certificate life cycle management and to review on-line the status of Certificates. Such access is at all times subject to clause 1.3 and the other provisions of this agreement and to QuoVadis making such Service Systems available and accessible.

1.5. Checks on sub-LRAs. The Appointed sub-LRA authorises AusCERT to carry out, as part of the initial validation and appointment process for the Appointed sub-LRA and at any time thereafter, a background check or a credit check, or both, of the Appointed sub-LRA.

1.6. Provision of information. The Appointed sub-LRA must promptly provide all information AusCERT reasonably requests from time to time that is related to the Appointed sub-LRA's participation in or use of the QuoVadis PKI System and other Service Systems, including regarding: (a) compliance (or otherwise) with this agreement and/or applicable Compliance Documents; or (b) use of Service Systems or any Certificate (including regarding applications, use, misuse or revocation).

1.7. Errors in and changes to information.

- (a) The Appointed sub-LRA must promptly notify and update AusCERT (and, if necessary under any Compliance Document, QuoVadis) in writing:
  - (i) if the information contained in a valid Certificate has any error or has changed or has become, or is reasonably likely to be, misleading;
  - (ii) if there is a change to the details for a Domain the Appointed sub-LRA is authorised to issue Certificates for;
  - (iii) if there is a change to the contact or other details for an Agent Administrator or Sub-LRAO or if a person that was authorised to act as an Agent Administrator ceases to be authorised to act in that capacity for the Appointed sub-LRA; or
  - (iv) if any other information provided to AusCERT or QuoVadis (including provided by way of entry into the QuoVadis TrustLink System) has for any reason ceased to be accurate or has become misleading or reasonably likely to mislead any person.
- (b) Any notice (and updated information) required under this clause must be provided no later than 3 Business Days after the later of: (i) the date the information changed or became misleading or likely to mislead or the error occurred; and (ii) the date the Appointed sub-LRA ought reasonably to have become aware of such change, misleading characteristic or error.

1.8. What Certificates may be used. Subject to the other provisions of this agreement and any Compliance Documents, the Appointed sub-LRA may (only through its authorised Agent

Administrators, Registrants, Subscribers and End Users) make Certificate Applications through the QuoVadis TrustLink System for, and use, Certificates of the types (and subject to the limitations relating to that Certificate or Certificate Category) specified in Part 5 of Schedule 1.

The Appointed sub-LRA must ensure that its Users do not order, and its Agent Administrators do not authorise issuance of, Certificates that would cause any applicable Volume Limit to be exceeded without AusCERT's prior written consent. AusCERT may revoke any such consent at its discretion at any time where necessary to ensure other sub-LRAs can operate within their Volume Limits or on reasonable notice to allow other sub-LRAs a similar opportunity to exceed their Volume Limits.

- 1.9. Changes to Certificates: Without limiting any other right to vary this agreement, AusCERT may add, modify or discontinue any type of Certificate or any Certificate Category, or change a Volume Limit, upon written notice to the Appointed sub-LRA if the arrangements between AusCERT and QuoVadis in respect of Certificates change or if QuoVadis makes any such change (including via a CP/CPS) for any reason or if a law or Mandatory Standard changes (including new ones being introduced). Part 5 of Schedule 1 is deemed to be amended in accordance with any such notice. All rights not expressly granted herein to the Certificates are reserved to AusCERT and QuoVadis (as agreed between them).
- 1.10. Protection of access to account. The Appointed sub-LRA acknowledges that the accounts in the QuoVadis TrustLink System established for it and its Users contain Confidential Information and the Appointed sub-LRA must ensure no person accesses any such account other than QuoVadis Personnel, AusCERT's Administrators, the Appointed sub-LRA's authorised Agent Administrators or, to the extent necessary to apply for, use and revoke a Certificate for or on behalf of the Appointed sub-LRA, its authorised Subscribers, Registrants and End Users. The Appointed sub-LRA shall be responsible and liable to AusCERT for payment for any Certificates ordered through or in connection with any such TrustLink account, regardless of whether the order was approved or authorised by the Appointed sub-LRA.
- 1.11. Appointed sub-LRA's responsibility for its Personnel. The Appointed sub-LRA:
  - (a) must ensure its Personnel are adequately trained in relation to their roles, and the Approved sub-LRA's obligations, under this agreement and each Compliance Document;
  - (b) is not relieved of its obligations under any Compliance Document by contracting or delegating roles and responsibilities to its Personnel; and
  - (c) remains liable to AusCERT for all acts and omissions (whether negligent, willful or otherwise) of its Personnel and for the purposes of this agreement all such acts and omissions are deemed to be the acts and omissions of the Appointed sub-LRA.
- 1.12. Document retention.
  - (a) The Appointed sub-LRA must keep written records of all Forms and all other documentation generated or received by it and by its Personnel in connection with applications for and management of Certificates (including in connection with any identity validation and other due diligence processes for and revocation of Certificates), except (subject to paragraph (b)) as an AusCERT Guideline expressly provides otherwise.
  - (b) Despite the foregoing the Appointed sub-LRA must keep all records required under an applicable QuoVadis Document for the greater of the period required under paragraph (c) and the period required under the QuoVadis Document.
  - (c) The Appointed sub-LRA must retain all required records in respect of a Certificate for at least seven years after the Certificate's Operational Period has expired and all other required records for seven years after the termination or expiry of this agreement. The Appointed sub-LRA must make these records available to AusCERT upon request.
- 1.13. Audits. AusCERT may from time to time (including through its or any QuoVadis nominated Personnel and including in relation to any QuoVadis request or requirement) audit the Appointed sub-LRA's compliance with this agreement and the Compliance Documents. The Appointed sub-LRA must cooperate and ensure AusCERT and its nominated Personnel are provided with access to and copies of documentation and other information (including in electronic form) AusCERT and its nominees reasonably require (including any record required to be kept under this agreement). If the audit reveals that the Appointed sub-LRA or any of its Personnel has failed to comply with this agreement or any Compliance Document:
  - (a) the Appointed sub-LRA shall indemnify AusCERT on demand for all Loss it suffers or incurs in connection with the audit (including all fees and other costs payable by AusCERT and/or to QuoVadis entities in connection with the audit, including to persons carrying out or advising in relation to the audit); and

- (b) AusCERT may without limiting its rights elsewhere in this agreement or at law:
- (i) if QuoVadis requests, or if AusCERT determines in its discretion that such non-compliance is more than a trivial non-compliance, terminate this agreement without liability by written notice with immediate effect (or with effect on a later date specified in the notice, if any); or
  - (ii) AusCERT may issue directions regarding future compliance and/or remedying any non-compliance and if either the Appointed Sub-LRA or its Personnel fail at any future time to comply with such directions, then AusCERT may at any time after becoming aware of such failure, terminate this agreement without liability by written notice with immediate effect (or with effect on a later date specified in the notice, if any).

- 1.14. Contacts. The Appointed sub-LRA hereby appoints each of the contacts set out in Schedule 1 for the purposes specified therein.
- 1.15. Support. AusCERT shall provide support to the Appointed sub-LRA to the extent and regarding such circumstances as AusCERT, in its discretion, considers reasonable (by the web at <http://cs.auscert.org.au>, email to [cs@auscert.org.au](mailto:cs@auscert.org.au) and telephone +61 7 3365 4417 or as subsequently notified by AusCERT). The Appointed sub-LRA may contact support between 9am to 5pm on Business Days. Such support is at all times subject to clause 9 and to QuoVadis providing appropriate support if AusCERT requires. AusCERT has no obligation to provide any Services other than between 9am to 5pm on Business Days.
- 1.16. Reporting of errors. The Appointed sub-LRA shall document and promptly report to AusCERT any errors or malfunctions in the Service Systems. Such reports should be sent to [cs@auscert.org.au](mailto:cs@auscert.org.au) (or as subsequently notified by AusCERT). The Appointed sub-LRA shall promptly assist AusCERT and QuoVadis in rectifying any errors or malfunctions in the Service Systems or in any Certificates upon AusCERT's reasonable request.
- 1.17. Non-exclusivity. All rights granted to the Appointed sub-LRA herein are non-exclusive. AusCERT in its sole discretion may appoint any number of other sub-LRA's and may contract directly with any person whether or not related to the Appointed sub-LRA.

## 2. Certificates

- 2.1. Certificate issuance. The Appointed sub-LRA must not and must ensure its Personnel do not:
- (a) submit applications for, or use, Certificates if any of the following applies:
    - (i) the application or use is other than for or on behalf of the Appointed sub-LRA;
    - (ii) the Subscriber, Registrant or End User applying for or using the Certificate (and any authorised Agent Administrator assisting such Users) is not employed or contracted by the Appointed sub-LRA to act in that capacity; or
    - (iii) the validation and other due diligence requirements described in clauses 2.2 and 2.3 and the processes required under any applicable Compliance Document, have not been complied with in respect of the Certificate or the authorised Registrant or Subscriber;
  - (b) apply for, install or use any such Certificates other than for Domains, servers, devices or code the Appointed sub-LRA owns or controls or install a Certificate on any server(s) other than one configured to be accessible at the Domain or Domains listed in the Certificate;
  - (c) apply for or use Certificates in respect of which the Appointed sub-LRA is not or will not be the Certificate Holder; or
  - (d) assist any person to apply for or use Certificates, except for the Appointed sub-LRA and the persons described in paragraph (a).

Without limiting any other provision of this agreement, any breach of this clause is deemed to be a material breach of this agreement.

- 2.2. Validation. Certificate validation (including authenticating the information in Certificate Applications and verifying the identity of Users) must be performed by the Appointed sub-LRA in accordance with (including by following the procedures and processes in) the applicable Compliance Documents current at the time a Certificate Application is submitted and in a manner that is auditable by AusCERT and QuoVadis. When validating and submitting Certificate Applications the Appointed sub-LRA must ensure the information in, or to be

included in, the Certificate Application and any Certificate is correct, up to date and not misleading.

The Appointed sub-LRA must also ensure its relevant authorised User reviews and verifies the accuracy of the data and other information in each Certificate prior to installing and using the Certificate and immediately informs AusCERT in writing if any such information is not correct in all respects.

- 2.3. End Users (verification and removal). Without limiting its other obligations, the Appointed sub-LRA will, and will ensure its Agent Administrators and Users, comply with the requirements in Part 6 of Schedule 1 in relation to End User Certificate applications.

AusCERT may remove from the QuoVadis TrustLink System, and revoke or require the Appointed sub-LRA to revoke any Certificate associated with, any person: (a) that refuses to participate in a face-to-face verification or to provide copies of their identity documents; or (b) in respect of which the Appointed sub-LRA is unable to provide AusCERT upon request with copies of the documents obtained for identification verification and other due diligence requirements under this agreement (except for documents not retained due to an AusCERT Guideline made pursuant to clause 1.12(a)) and any Compliance Documents.

- 2.4. EV SSL Certificates. Unless an AusCERT Guideline expressly states otherwise, EV SSL Certificates may only be applied for if, and should not be used unless, the Appointed sub-LRA's relevant Personnel have completed and submitted an EV SSL Authority Letter in the Form AusCERT requires from time to time.

- 2.5. Certificate Holder Agreements. (a) The Appointed sub-LRA acknowledges and agrees that before it is entitled to obtain (or use) any Certificate, a QuoVadis entity may require the Appointed sub-LRA to enter into a Certificate Holder Agreement that details, among other things, the obligations of the Certificate Holder.

(b) The Appointed sub-LRA must ensure each Subscriber or End User (as applicable) complies with each such Certificate Holder Agreement.

(c) A breach of any such Certificate Holder Agreement by or caused or contributed to by the Appointed sub-LRA or its Personnel is a breach of this agreement and any breach which does or is likely to entitle the QuoVadis entity to terminate the Certificate Holder Agreement, is a material breach of this agreement.

- 2.6. Certificate Operational Periods. The Appointed sub-LRA may order Certificates for the Operational Periods listed in Part 5 of Schedule 1. AusCERT and/or QuoVadis entities may change Operational Periods of Certificates at any time (and Part 5 of Schedule 1 will be deemed to be amended accordingly). AusCERT will not change Operational Periods of Certificates that have already been issued (other than by revoking them as permitted) except as AusCERT or a QuoVadis entity reasonably consider is necessary to respond to new or changed Mandatory Standards or their own best practice requirements or to respond to security threats. Without limiting the circumstances in which such changes may be required, they may be made due to policy, best practice or CP/CPS changes or to comply with a Mandatory Standard.

- 2.7. Revocation by AusCERT. AusCERT and its Administrators (and QuoVadis entities and their Personnel) may revoke (or, in the case of User's TrustLink accounts, change, suspend or cancel the account), and the Appointed sub-LRA irrevocably authorises each of their Personnel to submit requests to the Service Systems and/or to QuoVadis to ensure such action is taken in respect of, Certificates issued, and User's TrustLink accounts used, in connection with this agreement:

(a) in respect of which AusCERT Administrators or the Personnel of any QuoVadis entity reasonably suspect:

(i) there was an Erroneous Issuance or the Certificate contains information that is not complete, up to date and correct or that is, or is reasonably likely to be, misleading;

(ii) the Certificate relates to an individual that is no longer employed or engaged by the Appointed sub-LRA or is otherwise no longer entitled to use the Certificate; or

(iii) the secrecy of any private key or other non-public information related to the Certificate has been compromised or Confidential Information related to the Certificate has been misused;

(iv) the User's TrustLink account has been accessed or used for an improper purpose or by a person that is not the authorized User;

- (v) there was or is non-compliance with this agreement or any applicable Compliance Documents;
  - (vi) the misuse or potential misuse of any Certificate, including: (i) actual or potential use for fraud or illegal activity or by a person that is not the authorised User (which includes any person that is not the End User named in an End User Certificates); or (ii) breach of any restrictions on use of the Certificate;
  - (vii) the Certificate, if not revoked, may compromise the trust status of AusCERT or any QuoVadis entity;
  - (viii) the Certificate's Operational Period has expired or the Appointed sub-LRA (including any of its Users) has requested revocation of the Certificate; and
  - (ix) the Appointed sub-LRA has breached or exceeded any restrictions on use of the Certificate, or Certificates in the relevant Certificate Category, under Part 5 of Schedule 1 of this agreement (including if the Appointed sub-LRA has exceeded any Volume Limit in a Certificate Category);
- (b) if AusCERT's Certificate service operations cease or are terminated for any reason;
  - (c) if AusCERT Administrators or QuoVadis Personnel reasonably suspect the Appointed sub-LRA has or any of its Users have: (i) been added as a denied party or prohibited person to any blacklist AusCERT or relevant QuoVadis entities observe; or (ii) been identified (in any lists or publications AusCERT or relevant QuoVadis entities observe) as publishers of malicious software or computer code; or (iii) impersonated other persons or entities; or (iv) have operated from a jurisdiction prohibited under the laws of AusCERT's or any QuoVadis entity's jurisdiction of operation;
  - (d) if the Appointed sub-LRA is in breach of this agreement or any applicable Compliance Document; or
  - (e) if any Compliance Document states that AusCERT or a QuoVadis entity (or persons with their responsibilities as an LRA or CA, respectively) is entitled to do so in the circumstances.

With respect to references above or elsewhere in this agreement to AusCERT reasonably suspecting something, without limiting the grounds on which AusCERT's suspicion may be reasonable, AusCERT is deemed to have a reasonable suspicion if AusCERT requests evidence to disprove the suspicion and reasonable evidence disproving it is not provided by the Appointed sub-LRA within the period AusCERT requested (which period shall be not less than 3 Business Days except in relation to matters AusCERT considers are serious or urgent).

2.8. Revocation directions. Without limiting AusCERT's rights, if AusCERT is entitled under clause 2.7 to revoke a Certificate or TrustLink account, then AusCERT may direct the Appointed sub-LRA to do all things necessary (including in the QuoVadis TrustLink System) to ensure the Certificate or account is revoked.

2.9. Name changes. (a) Where an End User's name appears in an End User Certificate, and the End User's name changes or the End User ceases to be employed or engaged by the Appointed sub-LRA, the Appointed sub-LRA must ensure that the Certificate is immediately revoked.

(b) If the name of the Appointed sub-LRA is going to change (or, in exceptional circumstances, changes unexpectedly) then the Appointed sub-LRA must provide AusCERT with as much notice in advance as is reasonably practicable in the circumstances and AusCERT will use reasonable endeavours to (subject always to any requirements of a relevant QuoVadis entity, the Compliance Documents, the Service Systems and to QuoVadis' cooperation) assist the Appointed sub-LRA: (i) to establish a new organisation in the QuoVadis TrustLink System; and (ii) maintain the old organisation name and account to enable the Appointed sub-LRA to manage the transition (including to obtain reports and revoke Certificates using the old name); (iii) to transition Certificates across to the new name by issuing new Certificates under the new name and revoking the corresponding Certificate issued under the old name. The Appointed sub-LRA must comply with AusCERT's reasonable directions in relation to the transition and with any timeframes and requirements imposed by relevant QuoVadis entities.

### 3. Sub-LRA Responsibility

3.1. General obligations. The Appointed sub-LRA must and must ensure that its Personnel:

- (a) comply with all applicable laws connected with this agreement;

- (b) comply with all communications, systems and network policies and protocols notified by AusCERT and QuoVadis entities when accessing or using the Service Systems;
  - (c) promptly inform AusCERT in writing if the Appointed sub-LRA becomes aware of any misuse of the Certificates and assist AusCERT and QuoVadis entities in preventing, curing and rectifying any misuse;
  - (d) obtain and keep in force any authorization, permission or licence necessary for the Appointed sub-LRA and its Users to use the Certificates and the Service Systems and in the case of the Appointed sub-LRA, carry out any other activities in connection with this agreement;
  - (e) immediately cease using a Certificate and the related Private Key and request revocation of the Certificate if: (i) any information in the Certificate is or becomes incorrect or inaccurate or misleading or reasonably likely to mislead (except as may be permitted by AusCERT and QuoVadis entities under clause 2.9(b)); (ii) there is any actual or suspected misuse or compromise of the Certificate or its associated Private Key or the Certificate's Operational Period has expired; (iii) the Certificate is no longer needed; or (iv) a Compliance Document requires the Certificate to be revoked in the relevant circumstances; and
  - (f) immediately notify AusCERT of any breach of this agreement or any Compliance Document.
- 3.2. Communications systems etc. The Appointed sub-LRA is and remains responsible for all equipment, tools, computers, software, systems, telecommunications, access to the internet and communications networks (if any), required to use the Service Systems or Certificates.
- 3.3. AdminID – Issuance. If a QuoVadis entity issues an Administrator ID Certificate or similar certificate or identifier (“**AdminID**”) to an Agent Administrator of the Appointed sub-LRA for use in connection with the Service Systems then the Appointed sub-LRA must ensure its Agent Administrator: (a) upon receipt of his or her AdminID, review the AdminID to determine whether there are errors or other problems associated with the AdminID; and (b) ensure the relevant QuoVadis entity is notified if there are errors in the AdminID or it has been issued in respect of the wrong individual and do all things within its power to ensure the AdminID is revoked and a corrected AdminID issued to the correct individual. The AdminID is not part of the Certificates listed in Schedule 1 and cannot be used for any other purpose other than to authenticate administrators to use the QuoVadis TrustLink System.
- 3.4. AdminID – Revocation. The Appointed sub-LRA must ensure it or its relevant Agent Administrator requests revocation of the Agent Administrator's AdminID whenever the Appointed sub-LRA or its Agent Administrator has reason to believe that the Private Key for the AdminID has been lost, accessed by another individual or otherwise compromised. Furthermore, in the event that a designated Agent Administrator: (a) leaves the employment of the Appointed sub-LRA; (b) assumes a position in which the individual will no longer have Agent Administrator responsibilities; or (c) for any other reason ceases to be authorised by the Appointed sub-LRA to act as an Agent Administrator, the Appointed sub-LRA must promptly request, or must ensure its Sub-LRAO promptly requests, revocation of the applicable AdminID (including by the means provided for in the QuoVadis TrustLink System).
- 3.5. Compliance with CP/CPS and other Compliance Documents. The Appointed sub-LRA must, and must ensure its Users, comply with (including performing all tasks and following the processes and procedures in), and fulfill their respective roles as described in, each applicable CP/CPS, AusCERT Guideline and all other Compliance Documents, including as each such Compliance Document relates to:
- (a) sub-LRAs, Certificate Holders, Agent Administrators, Registrants, Subscribers and End Users or their access to and use of Certificates or Services Systems; or
  - (b) to persons (whether or not described using the same terminology as used in this agreement) accessing and using Certificates or Services Systems or engaging in the activities (and participating in the QuoVadis PKI System in the manner) the Appointed sub-LRA (including in its capacity as a sub-LRA and as a Certificate Holder) and its Personnel have been or wish to be engaging or participating under or in connection with this agreement.

Non-compliance with any provision of an applicable Compliance Document by the Appointed sub-LRA or its Personnel is a breach of this agreement.

To avoid doubt, although the Appointed sub-LRA must comply with the Compliance Documents and those documents may set out contract terms between a QuoVadis entity and Certificate Holders, the terms of those documents do not form part of this agreement in the



following sense. For example, clause 9 in each of the CA CP/CPS and the CA2 CP/CPS (as they stand at the date this agreement commences) is not part of this agreement and the contractual terms in each of those clauses (such as regarding fees, financial matters, confidentiality, privacy, intellectual property, warranties, disclaimers, liability limitations and exclusions, indemnities, termination, notices, amendments, disputes, governing law, force majeure and other contract provisions) do not form part of this agreement, but the Appointed sub-LRA's noncompliance with, for example, a warranty in clause 9.6.3 of the CA CP/CPS is still a breach of this agreement and, also, the relevant QuoVadis entity may vary the CP/CPS as contemplated in clause 9.12 of the CA CP/CPS and this agreement requires the Appointed sub-LRA to comply with that CP/CPS as varied.

- 3.6. Agent Administrators. The Appointed sub-LRA must ensure its Agent Administrators:
- (a) authenticate all information required under the applicable Compliance Documents to ensure that approval of Certificate Applications will not result in Erroneous Issuance due to their default;
  - (b) ensure that no Certificate Application is approved if it will infringe, or if it contains information that infringes, the intellectual property or other rights of any third party;
  - (c) approve a Certificate Application only if the appropriate vetting has and other due diligence processes have (as specified in the applicable Compliance Documents) been performed and documentary evidence thereof has been retained;
  - (d) perform in accordance with the Compliance Documents as they relate to persons with the responsibilities and tasks assigned to Agent Administrators under this agreement or other Compliance Documents; and
  - (e) confirm that he or she is the only person possessing the AdminID Private Key issued to him or her, and no other person has had or will have access to the Private Key.

Agent Administrators may authorise the issuance of Certificates for Registrants, Domains and servers/hosts/devices that are as specified in the Common Name field of the Certificate and in respect of which the due diligence process specified in the applicable Compliance Documents for verification thereof has been satisfactorily completed.

- 3.7. Users. The Appointed sub-LRA must ensure at all times that each person that acts or purports to act in the capacity of an Agent Administrator (including any Sub-LRAO), Subscriber, Registrant, End User or Certificate Holder in relation to the Service Systems, or any Certificates applied for, issued or used, in connection with this agreement are at all times:

- (a) employees or contractors of the Appointed sub-LRA;
- (b) charged by the Appointed sub-LRA with responsibility for acting in that capacity; and
- (c) properly authorised by the Appointed sub-LRA to act in that capacity for and on behalf of the Appointed sub-LRA.

- 3.8. Forms. The Appointed sub-LRA must use and complete such Forms as AusCERT requires from time to time, including (subject to the AusCERT Guidelines):

- (a) completing the information required in Parts 1, 2 and 3 of Schedule 1;
- (b) the AusCERT TrustLink Agent Administrator Request Form in relation to appointing and removing and updating information in relation to Agent Administrators (currently available from <http://cs.auscert.org.au>);
- (c) the EV SSL Authority Letter as part of the application process for applying for an EV SSL Certificate (currently available from <http://cs.auscert.org.au>);
- (d) the Grid End User Certificate Application (currently available from <http://cs.auscert.org.au>); and
- (e) the QuoVadis Advanced Plus End User Certificate Application (currently available from <http://cs.auscert.org.au>).

- 3.9. Inconsistencies. If it is not possible for the Appointed sub-LRA to comply with all of its obligations due to an inconsistency in or between this agreement and any Compliance Documents or in or between any Compliance Documents (or there is an ambiguity in or between any such documents), then the Appointed sub-LRA must promptly notify AusCERT of this in writing. In respect of any inconsistency, AusCERT may (whether or not it has been so notified) do one or more of the following: (a) take no action (unless it has been so notified and it is not possible for the Appointed sub-LRA to comply with all of its obligations because of the inconsistency); (b) vary any (including issue new) AusCERT Guidelines; and/or (c) provide

reasonable directions to the Appointed sub-LRA to resolve the inconsistency and/or ambiguity (either generally or in the particular circumstances).

- 3.10. Applicable Compliance Documents. Without limiting the way in which such references are to be read, a reference in this agreement to an 'applicable' CP/CPS or another 'applicable' Compliance Document, is to be read as a reference which includes any Compliance Document which relates in any way to a Certificate (or Certificate Category) or other Services ordered in connection with this agreement or to the tasks, roles or other obligations of the Appointed sub-LRA or its Personnel described in, or their activities in connection with, this agreement.
- 3.11. Authority of Sub-LRAOs. The Appointed sub-LRA hereby irrevocably authorises each:
- (a) Sub-LRAO to act as the Appointed sub-LRA's primary point of contact and to instruct AusCERT and QuoVadis entities, on the Appointed sub-LRA's behalf, to make changes to the Appointed sub-LRA's Agent Administrators (including to add or remove persons or change the detail of persons nominated as the Appointed sub-LRA's Agent Administrators);
  - (b) Sub-LRAO to manage and administer this agreement, the Certificates and the Appointed sub-LRA's obligations under this agreement and applicable Compliance Documents on the Appointed sub-LRA's behalf; and
  - (c) each of its other Agent Administrators to act in that capacity on the Appointed sub-LRA's behalf,
- until the Appointed sub-LRA's Sub-LRAOs or other Agent Administrator has been removed from the QuoVadis TrustLink System. All of the Appointed sub-LRA's requests for changes to Sub-LRAOs and other Agent Administrators must be authorised by the Sub-LRAO and sent to AusCERT.
- 3.12. Warranties. Without limiting its other obligations, the Appointed sub-LRA warrants to AusCERT at all times (including during any period after this agreement has terminated or expired in which any Certificate is valid) that:
- (a) the information and documentation submitted to AusCERT and QuoVadis entities (including by way of the Service Systems) by the Appointed sub-LRA or by its Agent Administrators or other Personnel is true, complete and accurate;
  - (b) it has and its Users have complied with all obligations under this agreement and the Compliance Documents in respect of: (i) authenticating Subscribers, Registrants and End Users and the information its Personnel provided to be included in a Certificate; and (ii) processing and submitting Certificate Applications and processing and approving the issuance of Certificates;
  - (c) the Appointed sub-LRA will fulfill its obligations (as a sub-LRA and a Certificate Holder) in respect of the on-going use, management and revocation of each Certificate; and
  - (e) each of its Sub-LRAOs and other Agent Administrators has the authority specified in clause 3.11 and its Personnel have the authority necessary to act on behalf of the Appointed sub-LRA in the capacity in which they purport to act.
- 3.13. Persons acting for or on behalf of the Appointed sub-LRA. A reference in this agreement to a person acting 'for' and/or 'on behalf of' the Appointed sub-LRA is to be read as including a reference to a person engaging in such activities in connection with an employment or service contract with the Appointed sub-LRA (including if they are in breach of such contract).
- 3.14. AusCERT directions. The Appointed Sub-LRA must, and must ensure its Personnel, comply with all directions (including all instructions and requests) AusCERT gives or makes pursuant to a provision of this agreement and all other reasonable directions of AusCERT from time to time in relation to the performance of and compliance with this agreement.
- 3.15. Prohibited Conduct. The Appointed sub-LRA must not, and must ensure its Users and other Personnel do not, engage (or attempt to engage) in Prohibited Conduct or use or attempt to use the Service Systems or Certificates or other intellectual property of AusCERT or any QuoVadis entity to engage (or attempt to engage) in Prohibited Conduct.

Without limiting any other provision of this agreement, any breach of this clause is deemed to be a material breach of this agreement. Additionally, without limiting any other rights under this agreement, AusCERT may revoke all Certificates and User's TrustLink accounts that it considers in its discretion are affected where AusCERT reasonably suspects the Appointed sub-LRA has, or any of its Personnel have, engaged in any Prohibited Conduct.

## 4. Pricing

- 4.1. Annual fee. The Appointed sub-LRA must pay to AusCERT the fees specified in and in accordance with Part 4 of Schedule 1 and this clause 4. For each Contract Year AusCERT may by notice apply an increase for inflation on the fees charged in the previous Contract Year and Part 4 of Schedule 1 will be deemed to be amended in accordance with such notice.
- 4.2. Invoice. The Appointed sub-LRA agrees to pay AusCERT the fees and other amounts specified (in accordance with this agreement) in AusCERT's tax invoice within 30 days of the date of issue of the tax invoice.
- 4.3. Taxes. The Appointed sub-LRA shall pay all duties and other taxes connected with or resulting from the Appointed sub-LRA's entry into this agreement and/or participation in or use of the Services connected with this agreement. The parties acknowledge that GST may be payable on supplies made under or pursuant to this agreement. If GST is payable by AusCERT on any supply to the Appointed sub-LRA or otherwise made under or pursuant to this agreement, the relevant amounts payable by the Appointed sub-LRA for the supply will be increased by the amount of GST payable on the supply.
- 4.4. Annual changes to Schedule 1. Without limiting any other right to vary this agreement, prior to the commencement of a particular Calendar Year, AusCERT may notify variations to any and all parts of Schedule 1 (including amending, adding and/or discontinuing fees, types of Certificates and Certificate Categories and other changes). Such notice may include a notice (which may be an updated version of this agreement) published on the AusCERT Certificate service website (currently at <http://cs.auscert.org.au>) or by providing some other form of written notice to the Appointed sub-LRA (which may include notice by email). Schedule 1 will be deemed to be amended in accordance with such notice from the start of the Appointed sub-LRA's next Contract Year. If the Appointed sub-LRA does not agree with any such variation it may exercise its right to terminate for convenience under clause 7.5. If the Appointed sub-LRA's next Contract Year starts less than 20 Business Days after AusCERT first issues its notice on its website or delivers it by other means, then the Appointed sub-LRA may terminate under clause 7.5 without having to make payment for that next Contract Year provided such termination is effective within 25 Business Days after the start of that next Contract Year and its Users have not applied for any Certificates in that next Contract Year).  
This clause applies in addition to any increase for inflation made pursuant to clause 4.1.
- 4.5. New products or services. AusCERT may from time to time issue variations to this agreement for new products and/or services and related variation terms ("**New Products Variation**"). The variation terms in the New Products Variation may specify the date from which they are to have effect ("**Variation Date**") and may vary (including add terms to) this agreement. The terms of this agreement apply to all such New Products Variations (subject to any variation specified in the New Products Variations).

If the Appointed sub-LRA does not wish to purchase the new products or services then it should not order or use them and the New Products Variation will not apply. If the Appointed sub-LRA or any of its Personnel does order or use any new products or services referred to in a New Products Variation then the Appointed sub-LRA is deemed to have agreed to the terms of that New Products Variation (effective from the later of the Variation Date and the date the Appointed sub-LRA or any of its Personnel first ordered or used the new products or services referred to in the New Products Variation) and the Appointed sub-LRA must pay all amounts invoiced by AusCERT in accordance with that New Products Variation.

This agreement is deemed to be amended in accordance with each such New Products Variation from the later of the Variation Date and the date the Appointed sub-LRA or any of its Personnel first orders or uses any new products or services referred to in the New Products Variation.

## 5. Intellectual Property Rights

- 5.1. IP Rights. (a) While an authorised User of the Appointed sub-LRA is entitled under clause 1.2 to use the Service Systems, they may use the guides and other materials AusCERT and QuoVadis entities provide only for the purposes of this agreement and Certificate Holder Agreements. Subject to any AusCERT Guideline or other Compliance Document stating to the contrary, they may make copies of such materials as and to the extent necessary to use those materials and comply with their obligations in accordance with this agreement and the Compliance Documents.
- (b) All rights not expressly granted herein to the Certificates are reserved to AusCERT and QuoVadis entities (as agreed between them). AusCERT and QuoVadis entities (as

agreed between them) retain all right, title and interest in (and in any intellectual property rights in or connected with the whole or any aspect of) the Certificates, Service Systems, the Services, the Compliance Documents and all other documentation or materials provided or made available by AusCERT or any QuoVadis entity to the Appointed sub-LRA or its Personnel (including documentation generated by the Service Systems).

- 5.2. Marketing materials and trade marks. For the sole purpose of promoting the AusCERT Certificate service to its Users and other Personnel, the Appointed sub-LRA may use the AusCERT name (and may use such 'AusCERT' trade marks as AusCERT permits from time to time) in its internal materials. AusCERT may revoke this consent in the event of breach of this agreement or on other reasonable grounds. The Appointed sub-LRA must not otherwise, without the prior written approval from AusCERT (or with the relevant QuoVadis consent in respect of QuoVadis marks) use (including in any advertising or promotional material or documentation) the AusCERT or QuoVadis names or any of their trade marks (including any "UQ" or "University of Queensland" trade marks). AusCERT may use the Appointed sub-LRA's name (and its trade marks as it permits from time to time) to list it as a Certificate service customer in AusCERT's marketing material and for the purpose of AusCERT's internal and government reporting and for sector and industry news and forums.

## 6. Confidentiality

- 6.1. Confidential Information. Except as allowed herein, neither party ("Receiving Party") may use or disclose any Confidential Information of the other party (the "Disclosing Party") other than for the purpose of performing its obligations under this agreement. The Receiving Party shall take reasonable measures to prevent unauthorised disclosure and shall ensure that any person receiving Confidential Information complies with the restrictions in this clause 6. The Receiving Party may use and disclose Confidential Information to the extent the information:
- (a) is already possessed by the Receiving Party before receipt from the Disclosing Party or is developed independently of this agreement by the Receiving Party;
  - (b) is, or becomes available, in the public domain without fault of the Receiving Party;
  - (c) is received by the Receiving Party from a third party who is not under an obligation of confidentiality to the Disclosing Party or a restriction on the use and disclosure of the information;
  - (d) is disclosed on a confidential basis to the Receiving Party's legal, financial or other advisors, financiers and insurers to the extent necessary in respect of obtaining advice on, or dealing with financing and insurance matters relevant to, compliance with, or the enforcement of rights, liabilities and/or obligations under or in connection with, this agreement (or is so disclosed to any court or government body or body with authority of law in relation to such matters);
  - (e) is disclosed as required by law; or
  - (f) is so used and/or disclosed with the Disclosing Party's prior written consent.
- 6.2. Permitted use. Without limiting clause 6.1, AusCERT and its Personnel may use and may disclose to any AusCERT Personnel or QuoVadis entity's Personnel (on a confidential basis), or to any court, government or regulatory body, the Appointed sub-LRA's Confidential Information to the extent necessary for use in relation to compliance with, or the enforcement of rights, liabilities and/or obligations under or in connection with, this agreement or the AusCERT/QV Agreement or any law and to obtain assistance and advice in relation to any of the foregoing.

## 7. Term and Termination

- 7.1. Term. Unless otherwise terminated as allowed herein, this agreement shall commence on the Effective Date and continue in effect until it is terminated or expires in accordance with its terms.
- 7.2. Termination by either party. Without limiting any of the party's other rights to terminate, either party may without liability (except to pay unpaid fees) terminate this agreement by written notice to the other party:
- (a) immediately, if an Insolvency Event occurs in respect of the other party; or
  - (b) upon reasonable notice, if AusCERT will at the end of such notice period no longer be able to or allowed to provide the Services under this agreement because of: (i) a change in Mandatory Standards or any law (including any new law or change to any laws

including any regulations and other statutory instruments or binding declarations, rules etc of regulatory bodies or any directions or policy of the executive arm of government) prevents further use or issuance of Certificates or has the effect of preventing AusCERT or any QuoVadis entity from offering services needed for compliance with this agreement or the AusCERT/QV Agreement; or (ii) any new policy or change to a policy of the University of Queensland.

- 7.3. Termination by AusCERT. Without limiting any of its other rights to terminate, AusCERT may without liability terminate this agreement immediately (or subject to conditions or a specified period) by written notice, if:
- (a) the Appointed sub-LRA or any of its Users or other Personnel is engaging or has engaged in any Prohibited Conduct;
  - (b) the AusCERT/QV Agreement has terminated or expired, or will imminently terminate or expire, for any reason; or
  - (c) the Appointed sub-LRA commits any material breach of, or breaches any material obligation under, this agreement (whether or not this agreement expressly describes it as being a material breach or a material obligation); or
  - (d) the Appointed sub-LRA commits any breach of this agreement and fails to remedy the breach within ten (10) Business Days after receiving written notice of the breach from AusCERT.
- 7.4. Termination for material AusCERT breach. Without limiting any of its other rights to terminate, the Appointed sub-LRA may without liability terminate this agreement immediately (or subject to conditions or a specified period) by written notice, if AusCERT commits any material breach of, or breaches any material obligation under, this agreement (whether or not this agreement expressly describes it as being a material breach or a material obligation) and fails to remedy the breach within ten (10) Business Days after receiving written notice of the breach from the Appointed sub-LRA.
- 7.5. Termination for convenience: Either party may terminate this agreement by notice in writing to the other party at its discretion, and without liability to the other party (other than to pay any outstanding Annual Fees or other fees and charges payable or, if and as expressly stated in Part 4 of Schedule 1, to refund any fees), upon such notice period as is specified in the notice (such period to be not less than twenty (20) Business Days' after the date of the notice).
- 7.6. Events upon and after termination. Upon termination or expiry of this agreement all amounts payable under or in connection with this agreement but not then due become immediately due and payable and all rights and licenses granted by AusCERT to the Appointed sub-LRA under or in connection with this agreement terminate and revert to AusCERT and the relevant QuoVadis entities. Additionally, the Appointed sub-LRA must (and must ensure its Personnel) on and after termination or expiry of this agreement:
- (a) cease applying for Certificates;
  - (b) cease using Certificates if this agreement was terminated (or the AusCERT/QV Agreement was terminated or will terminate) in connection with the Appointed sub-LRA's breach of this agreement or a Certificate Holder Agreement or any failure of its Personnel to comply with an applicable Compliance Document;
  - (c) discontinue all representations or statements that could infer that a relationship exists between AusCERT and the Appointed sub-LRA;
  - (d) if and while it continues to access the Service Systems or use Certificates, continue to comply with clauses 1.4(b), 1.10, 1.12, 2.1, 2.4, 2.7, 2.8, 3 (except for clause 3.9), and, to the extent relevant to the use after termination or expiry of valid Certificates issued before termination or expiry, Parts 5 and 7 of Schedule 1 and AusCERT Guidelines, except as AusCERT may instruct otherwise in writing from time to time; and
  - (e) continue to comply with the confidentiality and other continuing obligations under or in connection with this agreement.
- 7.7. Access and use after termination or expiry. To avoid doubt, where a notice to terminate this agreement for convenience under clause 7.5 is issued by either party then the Appointed sub-LRA will continue to have access to the Service Systems up until the date of termination for the purpose of continuing to manage and apply for Certificates (provided that all fees due have been paid to AusCERT).

After this agreement expires or is terminated for any reason, AusCERT ceases to have any obligations under this agreement to provide Services (including providing or seeking access to

the Service Systems, managing or assisting Users or providing any services related to the supply or management of Certificates). Without limiting clause 7.9 (or any other provision specifying rights and obligations that survive termination or expiry), AusCERT's rights and the Appointed sub-LRA's obligations specified in clause 7.6(d) continue until the Operational Periods of all of the Certificates issued in connection with this agreement have expired. The Appointed sub-LRA's continuing use of Certificates and access to Service Systems after the termination or expiry of this agreement is to be determined between the Appointed sub-LRA and relevant QuoVadis entities. As at commencement of this agreement, AusCERT has agreed with the relevant QuoVadis entity that a Certificate's Operational Period will not be affected by the termination of this agreement or the AusCERT/QV Agreement, other than due to material breach.

- 7.8. Accrued rights. Termination of this agreement will not affect any rights or liabilities of the respective parties that accrued prior to termination.
- 7.9. Survival. If this agreement expires or is terminated for any reason, the following provisions continue in force after such termination or expiry: clauses 1.6, 1.11, 1.12(c), 1.13 (except paragraph (b)), 5.1(b), 6, 7.6, 7.7, 7.8, this clause 7.9, clauses 8 through to 12 (inclusive), Parts 1, 2 and 3 of Schedule 1, and, to the extent relevant to payment of any outstanding fees or refunds due before or at the time of, or a demand by AusCERT made after, termination or expiry, clauses 4.1, 4.2 and 4.3 and Part 4 of Schedule 1. In addition to the foregoing, whether or not already referenced, all provisions of this agreement related to confidentiality, reservation of AusCERT's and QuoVadis' rights in intellectual property, indemnification and exclusions and limitations of liability, survive termination or expiry along with any other provisions of this agreement which are stated to survive, or which by their nature or effect necessarily survive, such termination or expiry.

## 8. Indemnification

- 8.1. Indemnification. To the full extent permitted by law, the Appointed sub-LRA shall indemnify AusCERT and its affiliates and their respective directors, officers, employees, and agents (each an "**Indemnified Person**") on demand against all Loss the Indemnified Person suffers or incurs (or would, but for this indemnity, suffer or incur) that, directly or indirectly, arises from or in connection with:
- (a) any act or omission (whether negligent, willful or otherwise) of the Appointed sub-LRA or its Personnel in any way connected with this agreement (including connected with the Service Systems, any Certificate or a Certificate Holder Agreement); or
  - (b) a Claim by any person against an Indemnified Person to the extent caused or contributed to by any act or omission referred to in paragraph (a) (including any breach of this agreement or a Certificate Holder Agreement).

The Appointed sub-LRA's liability to an Indemnified Person under this indemnity shall be reduced proportionately to the extent any act or omission (including negligence) of that Indemnified Person (or its officers or employees) caused or contributed to the Indemnified Person's Loss.

- 8.2. Indemnification procedure. Any failure or delay by an Indemnified Person to notify the Appointed sub-LRA of a Claim will not relieve the Appointed sub-LRA from its indemnification obligations. If the Appointed sub-LRA agrees with an Indemnified Person to assume the defense of any action, suit, or proceeding in respect of the Indemnified Person, it may not settle any Claim without the Indemnified Person's prior written consent.
- 8.3. Survival and other matters. This clause 8 and any other indemnification obligations of the Appointed sub-LRA under this agreement survive the termination or expiry of this agreement. It is not necessary for a person to make payment or incur expense before enforcing a right of indemnity conferred by this agreement. The indemnities are granted to AusCERT personally and as trustee for the other Indemnified Persons, but AusCERT does not otherwise contract in any capacity for other indemnified persons.

## 9. Disclaimers, limitations and exclusions of liability

- 9.1. Computer and other systems disclaimer. The Appointed sub-LRA acknowledges and agrees that Certificates and Service Systems are supplied and maintained by QuoVadis entities and are subject to the operation of the Appointed sub-LRA's and QuoVadis' systems, internet and telecommunications services and telecommunications infrastructure and systems related to the internet, all of which are beyond AusCERT's reasonable control and that such systems,

Certificates and the Service Systems and AusCERT's systems are exposed to the risk of persons obtaining or attempting to obtain unauthorised access to and use of them.

9.2. Warranty disclaimer and assumption of risk. SUBJECT TO CLAUSE 9.7, TO THE FULL EXTENT PERMITTED BY LAW:

(A) USE OF THE CERTIFICATES, SERVICE SYSTEMS AND SERVICES IS AT THE APPOINTED SUB-LRA'S OWN RISK;

(B) AUSCERT EXCLUDES ALL GUARANTEES, CONDITIONS AND WARRANTIES (EXPRESS OR IMPLIED), INCLUDING OF OR RELATING TO: (I) GOODS OR SERVICES BEING OF MERCHANTABLE QUALITY OR FIT FOR A PARTICULAR OR A DISCLOSED PURPOSE OR SERVICES BEING SUPPLIED WITH DUE CARE AND SKILL; OR (II) SERVICE SYSTEMS OR CERTIFICATES BEING INTEROPERABLE OR NOT INFRINGING INTELLECTUAL PROPERTY OR OTHER RIGHTS; AND

(C) AUSCERT DOES NOT GUARANTEE: (I) THAT THE CERTIFICATES, SERVICES AND SERVICE SYSTEMS WILL BE FREE OF DEFECTS OR ERRORS OR WILL MEET THE APPOINTED SUB-LRA'S REQUIREMENTS OR EXPECTATIONS OR BE FIT FOR ANY PARTICULAR PURPOSE; (II) THAT THE SERVICE SYSTEMS WILL BE AVAILABLE FOR USE; OR (III) THAT ACCESS TO AND USE OF THE SERVICE SYSTEMS, CERTIFICATES AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

9.3. Damage Limitation. Subject to clause 9.7 and to the full extent permitted by law:

(a) the total liability of AusCERT for any Claim and for all Claims in the aggregate (whether in contract, tort, including negligence, in equity, under statute or otherwise) for all Loss suffered or incurred by the Appointed sub-LRA (or any person claiming through it) under or in connection with this agreement (including due to or in connection with the use or failure of Service Systems or any Certificate), is limited to: (i) the amount of the Annual Fee paid by the Appointed sub-LRA in the Contract Year in which the Claim was first notified to AusCERT (if this agreement has not terminated or expired at the time of that notice); or (ii) the amount of the Annual Fee last paid by the Appointed sub-LRA (if this agreement has terminated or expired at the time the Claim was first notified to AusCERT);

(b) AusCERT hereby excludes all liability for special, indirect, incidental or consequential Loss;

(c) AusCERT hereby excludes all liability for: (i) lost profits, revenue, anticipated savings and any other economic loss; (ii) Loss arising from or in connection with the loss or corruption of data or other information or the use of Certificates or the unavailability or interrupted use of or errors or other defects in any Service Systems or Certificates; (iii) Loss arising from or in connection with loss of opportunities;

(d) the limitations and exclusions of liability in this clause 9.3 shall apply even if AusCERT is aware of the possibility of such Loss.

9.4. Liability that cannot be excluded. In the event that any condition, warranty or guarantee is implied or incorporated by law and cannot be excluded, then, to the extent AusCERT is not prohibited from so limiting its liability, the total liability of AusCERT (whether in contract, tort, including negligence, in equity, under statute or otherwise) for any breach of such condition, warranty or guarantee is limited, at AusCERT's option, to:

(a) the repair of the goods or the replacement of the goods or the supply of equivalent goods or supplying the services again; or

(b) payment of the cost of replacing the goods or of acquiring equivalent goods or of having the services supplied again.

9.5. Injunctive Relief. The Appointed sub-LRA acknowledges that its breach of this agreement may result in irreparable harm to AusCERT that cannot adequately be redressed by compensatory damages. Accordingly, the Appointed sub-LRA agrees that, in addition to any other remedies which may be available, AusCERT is entitled to obtain injunctive relief against a breach or threatened breach of this agreement by the Appointed sub-LRA.

9.6. Limitation on actions and remedies. Subject to clause 9.7 and to the full extent permitted by law, the Appointed sub-LRA must not make (or, except as compelled by law, in any way encourage or assist another person to make) any Claim against AusCERT in connection with this agreement (whether in contract, tort, including negligence, in equity, under statute or otherwise) more than 12 calendar months after the later of: (a) the month in which the act, omission, event or circumstances upon which the Claim is (in whole or part) based first occurred or arose; and (b) the date this agreement was terminated or expired.

- 9.7. Statutory liability. Nothing in this clause 9 (other than clause 9.4 to the extent its application is permitted by law) excludes or limits any rights a person may have in respect of: (a) breach of any condition, warranty or guarantee referred to in clause 9.4; or (b) breach of any condition, warranty or guarantee that is implied or incorporated by law that cannot be excluded and in respect of which AusCERT is prohibited from limiting its liability.

## 10. Miscellaneous

- 10.1. Precedence. (a) Subject to paragraph (b), in the event of an inconsistency between this agreement and any Compliance Document, this agreement takes precedence. (b) In the event of an inconsistency between any of clauses 1, 2 or 3 of this agreement and any AusCERT Guideline that expressly states both that it takes precedence over a provision of clause 1, 2 or 3 of this agreement and that it is issued with the written authority of AusCERT's Director of ITS (or any of his or her superiors), the AusCERT Guideline takes precedence. (c) In the event of an inconsistency between an AusCERT Guideline and another Compliance Document, the AusCERT Guideline takes precedence for the purposes of compliance with this agreement. (d) To avoid doubt, this clause does not affect the Appointed sub-LRA's obligations to comply with any agreement between it and a QuoVadis entity.
- 10.2. Independent contractors. AusCERT and the Appointed sub-LRA are independent contractors and not agents or employees of each other or partners. Neither party has the power to bind the other and each party is responsible for its own expenses and employees.
- 10.3. Notices. (a) All notices must be in writing and in English and delivered personally or by post, facsimile or email (email notices to the Appointed sub-LRA must at least be sent to the Sub-LRAO as an addressee and email notices to AusCERT must at least be sent to AusCERT's Primary Administrator as an addressee), to the address specified in this agreement or as subsequently notified to the other party. (b) Email notices sent in accordance with this clause are deemed to be received when sent provided the sender's system does not within 8 hours receive a communication from the sender's or recipient's email system indicating the email was not sent or was not received (an 'out of office' or similar response is not an indication of non-receipt). (c) Except expressly provided elsewhere to the contrary, if any provision of this agreement requires notice of a variation (including any change) to this agreement or any other document to be given to the Appointed sub-LRA then such notice may be in the form of: (i) the varied (including new) document being published on (including linked from) the AusCERT Repository or another part of the AusCERT website (currently accessed at <http://cs.auscert.org.au>); or (ii) notice given by email or other means (which may include delivering varied documents by email or noting changes in an email).
- 10.4. Entire agreement. This document, along with its attached Schedule 1 (which is incorporated herein), constitutes the entire agreement between the parties with respect to its subject matter, superseding all other agreements that may exist between the parties in respect of the same subject matter. The Appointed sub-LRA represents and agrees it has not, in entering into this agreement, relied upon any representation or warranty made by AusCERT or any other person.
- 10.5. Changes to agreement. (a) Except as otherwise provided in this or other provisions of this agreement, neither party may vary this agreement unless the variation is in writing and signed by both parties.
- (b) AusCERT may: (i) at any time by notice add AusCERT Guidelines and other documents to the AusCERT Repository; (ii) at any time by notice vary (including delete, add to and replace) any AusCERT Guidelines and other documents listed in the AusCERT Repository; and/or (iii) make other changes to its website without notice.
- (c) AusCERT may by written notice from time to time change the terms of Part 6, Part 7 or Part 8 of Schedule 1 and each such part is deemed to be amended in accordance with the terms of any such notice from AusCERT (such notice may but is not required to refer to a change to a CP/CPS or other Compliance Document).
- (d) AusCERT will endeavor to provide at least 5 Business Days' notice of variations to AusCERT Guidelines or to Part 6 or Part 7 of Schedule 1 unless: (i) the variation is made pursuant to clause 3.9 (regarding an inconsistency or ambiguity) or under another provision of this agreement; (ii) AusCERT determines (acting reasonably) it is required because of a change to or under a QuoVadis Document, a Mandatory Standard, any law or the AusCERT/QV Agreement; or (iii) AusCERT determines it is required to avoid or limit a significant security threat to any Certificate, person or system (or class of Certificate(s), person(s) or system(s)).



- (e) AusCERT Guidelines may (but are not required to) include directions (including requests and instructions) in relation to the interpretation of, or changes to, Compliance Documents or the application of Mandatory Standards.
  - (f) The first use of a Service System or a Certificate (whichever occurs first) by any of the Appointed sub-LRA's Users after the later of the date a variation has been notified (as contemplated in this agreement) and the date such notice states the variation is effective, is deemed to constitute the Appointed sub-LRA's acceptance of the variation.
  - (g) AusCERT may vary (including amend, add to and replace provisions of) this agreement to the extent it considers necessary to comply with a change to any law (including new laws introduced and changes to the general law), including any regulations or other statutory instruments and any directions, declarations, determinations, orders, codes or other regulatory mechanisms of any regulatory body (including industry body) that has the force of law.
- 10.6. Waiver. A party's failure to enforce a provision of this agreement will not waive (a) the party's right to enforce the same provision later; or (b) the party's right to enforce any other provision of this agreement. To be effective, all waivers must be both in writing and signed by the party granting the waiver.
  - 10.7. Force majeure. A party will not be liable under this agreement for a delay or failure to perform an obligation (except for obligations to pay fees and under any indemnity) to the extent the delay or failure is caused by one or more events or circumstances (or a state of affairs) beyond the party's reasonable control ("**FM Event**"). No act or omission (whether authorized or not) of the Personnel of the Appointed sub-LRA is beyond its reasonable control. The affected party will notify the other of any such event. AusCERT may terminate this agreement without liability if any FM Event continues for more than twenty (20) Business Days (in any rolling thirty (30) Business Day period).
  - 10.8. Governing law and venue. This agreement is governed by and will be construed in accordance with the laws of the State of Queensland, Australia and the parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Queensland and any courts hearing appeals from those courts. If the Appointed sub-LRA is not an entity incorporated in Australia then it agrees and consents to service by way of substituted service in the form AusCERT reasonably requires.
  - 10.9. Assignment. The Appointed sub-LRA must not assign any of its rights, duties or obligations under this agreement without the prior written consent of AusCERT. AusCERT may assign or novate it rights, duties and obligations without the Appointed sub-LRA's consent.
  - 10.10. Severance. If the whole or any part of a provision of this agreement is void, illegal or otherwise invalid in any jurisdiction it is to be read down to the extent of the invalidity and if it cannot be read down to that effect then it is deemed to be severed in that jurisdiction provided such severance does not alter the fundamental nature of this agreement and is not contrary to public policy. The remainder of this agreement has full force and effect and the validity of that provision is not affected in any other jurisdiction.
  - 10.11. Vienna Convention. The parties agree to exclude the application of the *Sale of Goods (Vienna Convention) Act 1986* (Qld) to this agreement, to the fullest extent permitted by law.
  - 10.12. Counterparts. This agreement may be signed in counterparts which taken together shall constitute the one document. Each counterpart is taken to be an original. A signed counterpart may (but need not) be delivered by facsimile transmission or by email as a scanned .pdf file attached to the email.
  - 10.13. Further assurances. The Appointed sub-LRA must do all things necessary to give full effect to this agreement.
  - 10.14. Rights cumulative. The rights, powers and remedies under this agreement are in addition to any provided under the general law.

## 11. Definitions

In this agreement (which includes Schedule 1), unless the context otherwise requires:

**"Administrator"** means an individual that is either a Primary Administrator or who a Primary Administrator has appointed as an Administrator to act on behalf of AusCERT (in its capacity as an LRA) on the QuoVadis TrustLink System.

**"Agent Administrator"** means an individual employed, contracted or otherwise affiliated with a sub-LRA who the sub-LRA has, by written notice to AusCERT (including by notice from the sub-LRAO),

appointed as an Agent Administrator to act on behalf of the sub-LRA (in its capacity as a sub-LRA) on the QuoVadis TrustLink System. A reference to the Appointed sub-LRA's Agent Administrators means those Agent Administrators nominated by the Appointed sub-LRA, or nominated by its nominated Sub-LRAO, to act on behalf of the Appointed sub-LRA in connection with this agreement.

**"AusCERT Guidelines"** means AusCERT's policies, instructions and guidance specified in any statement, guide, guidelines or 'frequently asked questions' or other document AusCERT publishes from time to time as an 'AusCERT Guideline' (either by way of the AusCERT Repository or on an 'AusCERT Guidelines' webpage on the AusCERT website (currently at <http://cs.auscert.org.au/>) or by other written notice to the Appointed sub-LRA), including as varied (including amended, added to or replaced) by AusCERT from time to time.

**"AusCERT Repository"** means the collection of AusCERT Guidelines, Forms and other documents related to Certificates and the Services under this agreement which is accessible via the AusCERT website at <http://cs.auscert.org.au/resources/repository> (or such other temporary or permanent replacement website address or other medium notified by AusCERT from time to time), including as amended, added to, replaced or otherwise varied by AusCERT from time to time.

**"AusCERT/QV Agreement"** means the agreement entered between AusCERT and a QuoVadis entity for the purposes of AusCERT selling Services for Certificates to the Appointed sub-LRAs, including as varied (including amended, added to or replaced) from time to time.

**"Bulk Signing Services"** means the QuoVadis' Sealsign Signing & Validation Service, being the services described in Part 8 of Schedule 1. Sometimes in this agreement and related documents this service may be referred to as the 'SVS Service' or the 'QV Signing & Validation Service'.

**"Bulk Signing System"** means:

- (a) the equipment, software, systems and (if any) web portal interfaces, used by QuoVadis or its affiliates for the purpose of QuoVadis' supply of the Bulk Signing Services; and
- (b) any software provided by QuoVadis or its affiliates to Users for installing on to their own computer systems in connection with the Bulk Signing Services,

including as modified by or on behalf of QuoVadis or its affiliates from time to time.

**"Business Day"** means a day on which banks are open for general business banking in the central business district of Brisbane, Queensland, Australia (not being a Saturday, Sunday or public holiday in that place) and in respect of the time for performance of any obligation of AusCERT, excluding the days from and including the last Business Day before 23 December in a given year to the first Business Day after 2 January in the following year and any other day that is an official holiday of the University of Queensland.

**"CA CP/CPS"** means the document called "Quovadis Root Certification Authority Certificate Policy/Certification Practice Statement" (with OIDs 1.3.6.1.4.1.8024.0.1 and 1.3.6.1.4.1.8024.0.3) in the form of version 4.14 noted as having an Effective Date of 11 March 2014 (which document sets out, among other things, a statement of the roles of the various participants in the QuoVadis PKI and the practices relevant QuoVadis entities employ in issuing Grid End User (personal) Certificates, Grid server (host) Certificates, QV Standard assurance personal Certificates and QV Advanced+ Certificates), including that document as amended, added to, replaced or otherwise varied by a QuoVadis entity from time to time.

**"CA2 CP/CPS"** means the document called "Quovadis Root CA2 Certificate Policy/Certification Practice Statement" (with OID 1.3.6.1.4.1.8024.0.2) in the form of version 1.14 noted as having an Effective Date of 11 March 2014 (which document sets out a statement of the roles of the various participants in the QuoVadis PKI and the practices relevant QuoVadis entities employ in issuing SSL Certificates, Extended Validation SSL certificates and Code Signing Certificates), including that document as amended, added to, replaced or otherwise varied by a QuoVadis entity from time to time.

**"Calendar Year"** means a year from 1 January to 31 December.

**"Certificate"** means a digital certificate issued (or to be issued) by or in connection with the QuoVadis PKI System and this agreement.

**"Certificate Application"** means a request from a prospective Certificate Holder's Subscriber or Registrant to a CA for the issuance of a Certificate.

**"Certificate Holder"** means:

- (a) in respect of an End User Certificate – the legal entity that employed or contracted the Registrant at the time the Certificate Application was submitted; or

- (b) in respect of an Organisation Certificate – either:
- (i) the legal entity that owns, leases, licenses or otherwise controls the Domain or server/host/device identified in the Subject Field of the Certificate (or that will be identified in the Subject Field if the Certificate is issued); or
  - (ii) if no Domain, server, host or device is identified in the Certificate’s Subject Field, then the organisation named in the Subject Field of the Certificate (or that will be named in the Subject Field if the Certificate is issued).

“**Certificate Holder Agreement**” is the agreement entered into between the Appointed sub-LRA (as a Certificate Holder) and the relevant QuoVadis entity (or entities) relating to the provision of designated Certificate related services that governs QuoVadis’ and the Certificate Holder’s rights and obligations related to the relevant Certificate(s).

“**Certification Authority**” or “**CA**” means an entity authorised to issue, suspend, or revoke Certificates. For purposes of this agreement, CA shall mean the relevant QuoVadis entity (or entities) performing that function.

“**Claim**” means any claim, allegation, demand, action, suit or other proceeding related in any way to this agreement, whether actual or contingent.

“**Compliance Documents**” means one or more (or all) of the following (as the context requires):

- (a) the AusCERT Guidelines;
- (b) each CP/CPS and each other QuoVadis Document; and
- (c) each Certificate Holder Agreement.

“**Confidential Information**” means all material, data, systems and other information or processes disclosed by a party to the other, regardless of whether the information was marked as being confidential and all other information the other party knows or ought reasonably to know is confidential. Confidential Information includes: (a) any and all information regarding or related to any software utilised by the parties to create, operate or perform their respective obligations hereunder, including, but not limited to, all personal identification numbers and passwords; and (b) any information which concerns technical details of the operation of AusCERT or any QuoVadis entity or technical details of and trade secrets with respect to any goods or services of any of the foregoing.

“**Contract Year**” means:

- (a) for the first year under this agreement, the period from the day this agreement commenced until the day before the anniversary of the day on which this agreement commenced; and
- (b) for each subsequent year under this agreement, the period from the anniversary of the day on which this agreement commenced until the day before the next anniversary of the day on which this agreement commenced.

“**CP/CPS**” means (including as each of the following is amended, added to, replaced or otherwise varied by a QuoVadis entity from time to time):

- (a) either or both of the CA CP/CPS and the CA2 CP/CPS, as the context requires;
- (b) all other Certificate Policy/Certification Practice Statements (or similar documents) in the QuoVadis Repository that apply to the Appointed sub-LRA and/or its Users, either under this agreement or any Certificate Holder Agreement; and
- (c) if and when the Appointed sub-LRA uses any time stamping services, any Time-Stamp Policy/Practice Statement (or similar document) in the QuoVadis Repository that applies to such services.

“**Domain**” means a Fully Qualified Domain Name (FQDN), non-FQDN or private or public IP address, in a Certificate.

“**Effective Date**” means the date on which both parties have signed this agreement and delivered their signed copy to the other party (which may include by fax or as a scanned .pdf attachment to an email).

“**End User**” means the individual who is identified by the name, email address and organisational association included in the Subject Field of a Certificate (and in the case of code signing Certificates includes, if specified in an AusCERT Guideline or CP/CPS, the individual to whom the Certificate is issued).

“**End User Certificate**” means a Certificate issued (or that will be issued once the Certificate Application is accepted) to or in respect of an End User using the QuoVadis TrustLink System (and includes S/MIME certificates, code signing certificates, grid (personal) certificates and QV Advanced+ Certificates used as PDF Signing Certificates for End Users).

**“Erroneous Issuance”**, in respect of a Certificate, means the issue of a Certificate:

- (a) which contains incorrect identification information regarding the Certificate Holder, Registrant, server, host or device identified in the Certificate (either because of an error in the information provided for or included in the Certificate or because false information was provided for or included in the Certificate);
- (b) to a person that is not the Certificate Holder or Registrant specified in the Certificate;
- (c) to a person that is not the Subscriber authorised to have it;
- (d) for the wrong Domain, server, host, device or organisation; or
- (e) with a Domain, server, host or device specified in the Subject Field of the Certificate that is not a Domain, server, host or device owned, leased, licensed or otherwise controlled by the person purported to be the rightful Certificate Holder in the applicable Certificate Application.

**“Expiry Date”** for a Certificate means the date in the “Valid to” field within the Certificate (and if no such field is included, then as AusCERT specifies from time to time).

**“Form”** means a document (including in electronic form) AusCERT specifies as being required for use in connection with the Service Systems or otherwise in connection with this agreement, including as varied (including amended, added to or replaced) by AusCERT or a QuoVadis entity from time to time.

**“Insolvency Event”** means, in respect of a party, any of the following: (a) the party becomes unable to pay its debts as and when they fall due; (b) an application for winding up is made regarding the party and not stayed within fourteen (14) days; (c) a winding up order is made against the party; (d) a controller, administrator, receiver and manager, provisional liquidator or liquidator is appointed to the party; (e) a mortgagee enters into the possession of any property of the party; (f) notice is given of a meeting of creditors of the party for the purposes of a deed of arrangement; or (g) any actions of a similar effect are taken.

**“Local Registration Authority”** or **“LRA”** means an entity with responsibility to identify and authenticate sub-LRAs (as approved by a QuoVadis entity) and to enroll, remove or modify their Agent Administrators in or from the QuoVadis TrustLink System (as further described in this agreement, AusCERT Guidelines and applicable QuoVadis Documents) and for the purposes of this agreement AusCERT is the LRA for the Appointed sub-LRA.

**“Loss”** means all liability, loss, damage, expense or cost (including all reasonable legal fees) of any kind whatsoever.

**“Mandatory Standards”** means:

- (a) all policies and guidelines issued by the International Grid Trust Federation (‘IGTF’) for publicly trusted Grid Certificates;
- (b) the WebTrust standard for Certification Authorities;
- (c) the WebTrust standard for Extended Validation;
- (d) the WebTrust standard for Baseline Requirements;
- (e) ETSI TS 101 456 issued by ETSI, the European Telecommunications Standards Institute; and
- (f) guidelines and standards issued by the CA/Browser Forum (also known as the ‘CAB Forum’).

**“Operational Period”** means the term of validity of a Certificate commencing on the date of its issue and terminating on the earlier of (i) the Certificate’s Expiry Date; or (ii) the date the Certificate is revoked.

**“Organisation Certificate”** means a Certificate that is not an End User Certificate that is issued (or that will be issued once the Certificate Application is accepted) using the QuoVadis TrustLink System (and includes SSL Certificates, EV SSL Certificates, grid (server/host) Certificates and QV Advanced+ Certificates used for Organisations (such as PDF Signing Certificates for Organisations)).

**“Personnel”** means:

- (a) in respect of a person, that person’s officers, employees, agents, advisors and contractors (including all subcontractors of such agents, advisors and contractors and all of the officers, employees, agents, advisors and subcontractors of each such subcontractor); and
- (b) in respect of the appointed sub-LRA, includes its Related Entities and each of the persons referred to in paragraph (a) in respect of each such Related Entity,

except, to avoid doubt, this definition does not include the Appointed sub-LRA or its Personnel as Personnel of AusCERT, or AusCERT or its Personnel as Personnel of the Appointed sub-LRA.

**“Primary Administrator”** means an individual who has been nominated by AusCERT to act as a ‘Primary Administrator’ on AusCERT’s behalf on the QuoVadis TrustLink System.

**“Private Key”** means the key of a PKI key pair that is kept secret by the holder of the key pair and that is used: (a) to create digital signatures; and/or (b) to decrypt electronic information or files.

**“Privacy Law”** means the *Privacy Act 1988* (Cth) and the *Information Privacy Act 2009* (Qld) and, to the extent they apply to the Appointed sub-LRA (or information in the Service Systems or any Certificate), any similar laws of any other State or Territory or other jurisdiction (including New Zealand).

**“Prohibited Conduct”** means any conduct (including any single act or omission) of the Appointed sub-LRA or its Users or its other Personnel, of the kind referred to in Part 7 of Schedule 1.

**“Public Key”** means the key of a PKI key pair that is public and which is contained in the digital certificate that is used: (a) by a Relying Party to verify digital signatures created with the holder’s corresponding Private Key; and/or (b) to encrypt information.

**“QuoVadis”** means any one or more of QuoVadis Online Security Limited (a company incorporated in England) and each of its Related Entities, as the context requires.

**“QuoVadis Document”** means:

- (a) each CP/CPS and each other policy and guide, published by way of the QuoVadis Repository from time to time (except for Certificate Holder Agreements and any document AusCERT by written notice expressly excludes from the operation of this definition until such time as AusCERT withdraws such notice); and
- (b) any other document used by or that becomes part of the arrangements between a QuoVadis entity and AusCERT that LRAs, sub-LRAs and/or their Users may need to comply with, as notified by AusCERT to the Approved sub-LRA from time to time,

including all such documents as varied (including amended, added to or replaced) by any QuoVadis entity from time to time.

**“QuoVadis PKI System”** means the Certificate-based Public Key Infrastructure system governed by the various CP/CPSs which enables the deployment and use of Certificates and use of time stamping services by relevant QuoVadis entities and affiliates, and their respective LRAs, Administrators, sub-LRAs and their Agent Administrators, Certificate Holders, Registrants, Subscribers and relying parties.

**“QuoVadis Repository”** means the webpage at <https://www.quovadisglobal.com/QVRepository.aspx> (or such replacement webpage from time to time) where the relevant QuoVadis entity (or entities) from time to time publishes official “Certificate Policy/Certification Practice Statements” and other policy documents, guides and other documents for the QuoVadis PKI System and the QuoVadis TrustLink System.

**“QuoVadis TrustLink System”** means the interface used by LRAs and their Administrators, sub-LRAs and their Agent Administrators, Certificate Holders, Registrants and Subscribers to enable access to and use of the QuoVadis PKI System (including to apply for, obtain, manage and revoke Certificates and to manage details of LRAs and their Administrators, sub-LRAs and their Agent Administrators, Certificate Holders, Registrants, Subscribers and Domains) and for the Appointed sub-LRA to otherwise obtain the Services, and services from QuoVadis entities, such interface currently accessed via the the TrustLink Enterprise Web Service API and/or the ‘QuoVadis TrustLink Enterprise’ web portal (the latter currently located at <https://tl.quovadisglobal.com>) and including that API and/or web portal or other interface as updated, modified, replaced or otherwise varied from time to time.

**“Registrant”** means:

- (a) *with respect to a Certificate Application for an End User Certificate* – the individual named as the End User in the Certificate Application for the End User Certificate; and
- (b) *with respect to an End User Certificate that has been issued* – the End User.

**“Related Entity”** has the meaning given to that term in section 9 of the *Corporations Act 2001* (Cth) and includes any body corporate (including corporations incorporated in a foreign jurisdiction) and its related bodies and any entity in which the body corporate holds more than 20% of the voting shares or units.

**“Relying Party”** means any person that has relied, or claims to have relied, upon a Certificate, or information contained within a Certificate, issued in connection with this agreement.

**“Secure Signature Creation Device”** or **“SSCD”** means a secure container specifically designed to carry and protect a digital certificate, as approved by the relevant QuoVadis entity.

**“Service Systems”** means:

- (a) the QuoVadis TrustLink System and the QuoVadis PKI System and the Bulk Signing System; and
- (b) all equipment (including hardware and devices), software, systems and networks owned, leased, licensed or controlled by AusCERT or its Personnel, or by QuoVadis entities or their Personnel, that are used for or in connection with providing the Services, or the services any QuoVadis entity provides to AusCERT or to Certificate Holders.

**“Services”** means the services (including goods, if any) provided or to be provided by AusCERT subject to and in accordance with this agreement.

**“Sub-LRAO”** means the Agent Administrator (including his or her replacement or alternate) nominated by a sub-LRA (by written notice to AusCERT) from time to time as being the sub-LRA’s primary point of contact and who is authorised to instruct AusCERT and QuoVadis entities, on the sub-LRA’s behalf, to make changes to the sub-LRA’s authorised Agent Administrators. A sub-LRA can have more than one Sub-LRAO. A reference to the Appointed sub-LRA’s Sub-LRAO means the Agent Administrators nominated by the Appointed sub-LRA to act as its Sub-LRAO on behalf of the Appointed sub-LRA in connection with this agreement, including (at the commencement of this agreement) the Sub-LRAO’s nominated in Schedule 1.

**“Subscriber”** means:

- (a) *with respect to a Certificate Application for an Organisation Certificate* – the individual employed or contracted by or otherwise affiliated with the prospective Certificate Holder, whom the prospective Certificate Holder has charged with responsibility for making the Certificate Application; and
- (b) *with respect to an Organisation Certificate that has been issued* – the individual employed or contracted by or otherwise affiliated with the Certificate Holder, whom the Certificate Holder has charged with responsibility for managing the Certificate.

**“Sub-Local Registration Authority”** or **“sub-LRA”** means an entity with the functions and responsibilities assigned to sub-LRAs (or to persons with responsibilities of the kind the Appointed sub-LRA has under this agreement, such as identifying and authenticating Registrants, Subscribers, End Users and Domains and authorising the issuance of, and using and managing, Certificates) as set out in this agreement and the applicable CP/CPSs and other Compliance Documents, and which has been appointed as a sub-LRA under an agreement such as this one.

**“TrustLink account”** means any account established for a User to enable them to access and use a Service System.

**“User”** means each (and one or more or all, as the context requires) of the following persons: (a) the Appointed sub-LRA; (b) the Appointed sub-LRA’s nominated Agent Administrators; (c) the Certificate Holders, Subscribers, Registrants and End Users that applied for Certificates in connection with this agreement; and (d) the Certificate Holders, Subscribers, Registrants and End Users that use Certificates issued in connection with this agreement; and (e) the Appointed sub-LRA’s Personnel that use the Bulk Signing Services (and related Certificates) or any other Service or any Service System.

**“valid”** means, in respect of a Certificate, an issued Certificate that has neither expired nor been revoked.

**“Volume Limit”** means the limit on the total number of valid Certificates within the relevant Certificate Category (in any combination of Certificate types within that category) the Appointed sub-LRA may have at any one time as specified in the “Volume Limit” columns in “Table 3 Valid Certificate Volume Limits” (in Part 5 of Schedule 1) and the limits that apply to the Appointed sub-LRA are those in the row of “Table 3 Valid Certificate Volume Limits” that corresponds with the Appointed sub-LRA’s FTE Number. For clarity, as noted in Schedule 1, Volume Limits do not apply to additional QV Advanced Plus Certificates that are purchased pursuant to Section E of Part 4 of Schedule 1.

## 12. Interpretation

In this agreement, unless the context otherwise requires: (a) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; (b) a word denoting the singular includes the plural and vice versa; (c) a reference to a “person” includes an individual, unincorporated body, company, body corporate, partnership, trust, statutory body and any other entity recognised by law; (d) a reference to a particular person includes the person’s administrators and permitted substitutes (including by novation) and permitted assigns; (e) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings; (f) the words ‘includes’, ‘such as’ and ‘for example’ (and their other grammatical forms) are not to be read as words of limitation; (g) clause headings and titles are for convenience only and do not affect interpretation;

(h) a reference to any thing is a reference to the whole and each part of it; (i) a reference to an act or omission includes a refusal to do or refrain from doing something; (j) a reference to engaging in 'conduct' includes any single act or omission; (k) a reference to a document or agreement (including this agreement or any document comprising this agreement) is a reference to that document or agreement as varied (including amended, added to or replaced), assigned or novated from time to time; (l) a word denoting one gender includes all genders; (m) if any day appointed or specified by this agreement for the payment of any money or the doing of any act, matter or thing falls on a day which is not a Business Day, the relevant day shall be deemed to be the next Business Day; and (n) monetary references are references to Australian currency.

Additionally, to avoid doubt, except in clauses 1.4 and 2.9(b) or where expressly stated to the contrary, references in this agreement to "accounts" or "TrustLink accounts" or "accounts in the QuoVadis TrustLink System" are deemed to include a reference also to accounts established or used for the Bulk Signing Services. This is to ensure existing responsibilities and obligations regarding accounts also apply to accounts used for the Bulk Signing Services. This does not, however, imply the TrustLink System is used for Certificates used for the Bulk Signing Services. As noted in Part 8 of Schedule 1, Certificates used for the Bulk Signing Services are ordered, issued and managed using the Bulk Signing System not the TrustLink System.

**EXECUTED AS AN AGREEMENT**

<p><b>For the University of Queensland ABN 63 942 912 684 trading as AusCERT, by:</b></p>     <p><b>Authorised Signatory:</b> _____</p> <p><b>Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Witness:</b> _____</p> <p><b>Name of Witness:</b> _____</p>	<p><b>For and on behalf of the Appointed Sub-LRA (being the party as identified in Part 1 of Schedule 1):</b></p>     <p><b>Authorised Signatory:</b> _____</p> <p><b>Name:</b> _____</p> <p><b>Title:</b> _____</p> <p><b>Date:</b> _____</p> <p><b>Witness:</b> _____</p> <p><b>Name of Witness:</b> _____</p>
<p><b>Address for Notices</b></p> <p>AusCERT Certificate Service AusCERT The University of Queensland QLD 4072 Australia Email: <a href="mailto:cs@auscert.org.au">cs@auscert.org.au</a></p>	<p><b>Address for Notices</b></p>



**PART 1: THE APPOINTED SUB-LRA**

Organisation Name and ACN/ABN		
Billing (postal) address		
Street address (if different from above)*		
Telephone	Fax	ABN

\* *Optional* – if completed, this address will appear in issued certificates.

**PART 2: CONTACT INFORMATION**

**Sub-Local Registration Authority Officer:** The sub-local registration authority officer (Sub-LRAO) is the primary point of contact between the Appointed sub-LRA and AusCERT. The Sub-LRAO is authorised by the Appointed sub-LRA to delegate operations and responsibilities and to make assurances on behalf of the Appointed sub-LRA for all activities conducted in accordance with this agreement.

**Sub-LRAO 1**

Title	Name	Position/Department	
Postal Address — Work (if different from previous)			
Email address		Work phone	Mobile phone
Fax	Pager	<input type="checkbox"/> Tick if available 24-hours x 7-days	A/H No (optional)

**Sub-LRAO 2**

Title	Name	Position/Department	
Postal Address — Work (if different from previous)			
Email address		Work phone	Mobile phone
Fax	Pager	<input type="checkbox"/> Tick if available 24-hours x 7-days	A/H No (optional)



**Authorised signatory:** The authorised signatory<sup>1</sup> (embodying the Appointed sub-LRA) authorises the Sub-LRAO to delegate operations and responsibilities and to make assurances on behalf of the Appointed sub-LRA for all activities conducted in accordance with this agreement. In the absence of the Sub-LRAO, the authorised signatory will become the primary point of contact between the Appointed sub-LRA and AusCERT.

Title	Name		
Position/Department		Email address	
Telephone 1		Telephone 2	

**Billing Contact** — One member of personnel responsible for purchasing and account payment.

Title	Name	Position/Department	
Postal Address — Work (if different from previous)			
Email address		Work phone	Mobile phone

**PART 3: GRID CERTIFICATES**

Please indicate if IGTF accredited grid certificates are required. This can be changed later if necessary.

Grid host certificates                      Yes                       No

Grid end user (personal) certificates    Yes                       No

**PART 4: FEES**

**Section A: Annual subscription**

Each Contract Year the Appointed sub-LRA must pay to AusCERT in advance the 'Annual Fee' specified in "Table 1 Annual Fees" (in Section C of this Part 4) which corresponds with the Appointed sub-LRA's FTE Number (as determined in accordance with Section C of this Part 4) for that Contract Year in the same row of that table ("**Annual Fee**"). The Annual Fee is exclusive of GST and is payable in Australian Dollars.

The Annual Fee is payable:

- (a) in the first Contract Year, upon commencement of this agreement; and
- (b) in each subsequent Contract Year, on the first day of that Contract Year.

The Annual Fee for a Contract Year is due within 30 days of the date of AusCERT's tax invoice issued in respect of that Contract Year (including electronic invoices) and this obligation continues to apply even if this agreement has terminated or expired.

AusCERT may issue an invoice for the Annual Fee each Contract Year at any time after it becomes payable in accordance with this Part 4.

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<sup>1</sup> The authorised signatory signs the Sub-LRA Agreement.  
**AusCERT Sub-LRA Agreement for QuoVadis PKI: 2019 Version**

**Section B: [this Section B was intentionally deleted]**

**Section C: FTE Number**

The “**FTE Number**” for the Approved sub-LRA is the number of full-time equivalent employees (including personnel supplied via contractors) (“**FTEs**”) that AusCERT reasonably determines for each Contract Year (including using the figures reported by the Appointed sub-LRA to AusCERT from time to time and, in the case of a higher education or research institutions, the most recent figures as reported by the authoritative Australian or New Zealand government agency).

**Table 1: Annual Fees**

Tier	FTE Number	Annual Fee (excluding GST)	GST	Annual Fee (including GST)
Tier 5	4,000 or more FTE	14,000	1400	\$15,400
Tier 4	3,000 - 3,999 FTE	11,500	1150	\$12,650
Tier 3	2,000 - 2,999 FTE	9,000	900	\$ 9,900
Tier 2	1,000 - 1,999 FTE	6,500	650	\$ 7,150
Tier 1	up to 999 FTE	4,000	400	\$ 4,400
Any school	Any size	2,000	200	\$ 2,200

**Section D: Refund of Fees**

AusCERT is not required to and will not refund any fees, except if:

- (a) AusCERT terminates this agreement for its convenience under clause 7.5 and the effective date of termination is more than 30 Business Days prior to the end of the then current Contract Year; and
- (b) the then current Contract Year is not the first Contract Year,

then AusCERT will refund the Annual Fee on a pro rata basis (calculated by reference to the number of days left in the relevant Contract Year after the date of termination divided by the total number of days in that Contract Year) and AusCERT will refund any Fees paid in advance for the Bulk Signing Services (other than the set-up fee) on a pro rata basis based on the number of days left in the relevant Calendar Year (or Calendar Years) after the date of termination.

**Section E: Fees for QV Advanced Plus Certificates**

The Appointed Sub-LRA has the option to use one QV Advanced Plus Certificate for End Users (being a Certificate Category D Certificate) for trial purposes at no cost (it is included in the Annual Fee). For each additional QV Advanced Plus Certificate used, the Fee payable is as follows.

**Table 2: Fees for QV Advanced Plus Certificates (per Certificate per Quarter)**

Description	Fee per Certificate per Quarter (excluding GST)	GST	Fee per Certificate per Quarter (including GST)
QV Advanced Plus Certificate	\$47.73	\$4.77	\$52.50

The Fees for QV Advanced Plus Certificates are payable in arrears at the end of each Quarter. AusCERT may calculate the Fee based on the number of valid QV Advanced Plus Certificates the Appointed Sub-LRA has on the last day of each Quarter (excluding the trial Certificate used pursuant to Part 5 of this Schedule, if there is one). If AusCERT determines it is reasonable to do so it may use an alternative method to calculate the Fees to best measure the number of Certificates the Appointed Sub-LRA is ordering each Quarter (which may include a reasonable approximation).

AusCERT may issue an invoice each Quarter (or for any longer period) at any time after the end of the period specified in the invoice.

AusCERT may issue invoices for a longer period (for example, half yearly or annually). If it does, the Fees for QV Advanced Plus Certificates ordered in that longer period are payable at the end of the period specified in the invoice by aggregating the relevant Quarterly Fees.

**For example**, if invoicing annually, and at the end of Quarter 1, three Certificates are valid; and at the end of Quarter 2 only two Certificates are valid; and at the end of Quarters 3 and 4, four Certificates are valid in each of those Quarters, then, the Fees at the time of the invoice would be calculated as follows:

Quarter 1 = 3 valid Certificates x \$52.50 = \$157.50 (incl GST)

Quarter 2 = 2 valid Certificates x \$52.50 = \$105.00 (incl GST)

Quarter 3 = 4 valid certificates x \$52.50 = \$210.00 (incl GST)

Quarter 4 = 4 valid certificates x \$52.50 = \$210.00 (incl GST)

Total to be invoiced for these Certificates = \$682.50 (incl GST)

The Fees for QV Advanced Plus Certificates are due within 30 days of the date of AusCERT's tax invoice and this obligation continues to apply even if this agreement has terminated or expired.

As noted, AusCERT may aggregate the Quarterly Fees for the invoice period. For example, if AusCERT wishes to include these Fees in the same yearly invoice it sends for the Annual Fee (being the Annual Fee described in Section A of this Part 4) then AusCERT may aggregate the Quarterly Fees payable for these Certificates and add them to that single yearly invoice.

If AusCERT does this, the invoice will include the Annual Fee described in Section A, which is payable in advance and for a Contract Year, and it will include these Fees (for the QV Advanced Plus Certificates), which are payable in arrears and Quarterly (aggregating the relevant Quarterly Fees over the invoice period). This does not prevent AusCERT from issuing other invoices (in addition to the yearly invoice for the Annual Fee) to capture Fees for QV Advanced Plus Certificates ordered but not otherwise paid for.

## Section F: Secure Signature Creation Device (SSCD)

If the Appointed Sub-LRA wishes to use a QV Advanced Plus Certificate it will need to install it on a compliant Secure Signature Creation Device (the SSCDs AusCERT may have available for supply is also referred to as a 'token'). Such devices are not included in the annual fees or the fees for the QV Advanced+ Certificates or the Bulk Signing Services. The tokens may be purchased separately. They can be purchased through various suppliers. The SSCDs may need to meet certain requirements to enable the Appointed Sub-LRA to use them with the relevant system, and the Appointed Sub-LRA must ensure they are compliant as required under the applicable Compliance Documents.

Tokens can be purchased through AusCERT under this agreement if AusCERT has available stock. AusCERT currently offers the SafeNet eToken 5100 with SafeNet Authentication Client licence (but AusCERT may offer substitute devices as available from time to time). Please contact AusCERT for further details and a price.

**Table 3: Estimated fees for tokens (per token)**

Description	Per unit Fee (excluding GST)	GST	Per unit Fee (including GST)
Safenet eToken 5100 (Manufacturer or model may be substituted)	\$81.82	\$8.18	\$90

This is an estimate and is subject to change. AusCERT can provide a quote if requested.

The Fees for all tokens ordered in a calendar month are payable at the end of that calendar month. AusCERT may issue invoices for a longer period (for example, half yearly or annually). If it does, the Fees for the tokens ordered in that longer period are payable at the end of the period specified in the invoice by aggregating the relevant monthly Fees.

AusCERT may issue an invoice each month (or for any longer period) at any time after the end of the period specified in the invoice. The Fees for tokens are due within 30 days of the date of AusCERT's tax invoice and this obligation continues to apply even if this agreement has terminated or expired.

As noted, AusCERT may aggregate the Fees for the invoice period. For example, if AusCERT wishes to include these Fees in the same yearly invoice it sends for the Annual Fee (being the Annual Fee described in Section A of this Part 4) then AusCERT may aggregate the monthly Fees payable for these tokens and add them to that single yearly invoice.

If AusCERT does this, the invoice will include the Annual Fee described in Section A, which is payable in advance and for a Contract Year, and it will include these Fees (for the tokens), which are payable in arrears and monthly (aggregating the relevant monthly Fees over the invoice period). This does not prevent AusCERT from issuing other invoices (in addition to the yearly invoice for the Annual Fee) to capture Fees for tokens ordered but not otherwise paid for.

### Section G: Fees for QV Signing and Validation Service (being the Bulk Signing Services)

The Bulk Signing Services are provided on and subject to the terms of Part 8 of this Schedule 1.

The Fees for the Bulk Signing Services are as follows.

The Fee for the Bulk Signing Services is payable per Calendar Year.

Unless agreed to the contrary, the Fee is payable in advance and (except for the set-up fee) will be pro-rated for the Calendar Year in which the Appointed Sub-LRA first receives the Bulk Signing Services and for the Calendar Year in which the Bulk Signing Services are terminated.

The Fee is calculated as shown in the table below (being Table 4a or 4b, as applicable). It is based on the number of students the Appointed Sub-LRA has (as determined in accordance with the provisions below).

This yearly Fee includes the costs for the Bulk Signing Services for up to a maximum of 250,000 signatures/time-stamps for the Appointed Sub-LRA each Calendar Year. This is **not** a per Certificate number, this is the maximum number of signatures/time-stamps allowed for the Appointed Sub-LRA per Calendar Year irrespective of how many Certificates are used for signing and it is calculated on the following basis: each signature has a time-stamp (applied as part of the process of signing) and time-stamps cannot be applied separately to a signature and each signature and its time-stamp, together, are counted as a single use in the tally for calculating the 250,000 limit per Calendar Year.

**For example:** if a User uses one Certificate is used in a Calendar Year to sign and time-stamp 10,000 PDF documents and another User uses a different Certificate in the same Calendar Year to sign and time-stamp another 5,000 documents, then 15,000 uses are added to the tally for calculating the 250,000 limit per Calendar Year.

In the first Calendar Year the Fee includes a set-up fee (being a once-only upfront amount for establishing the Bulk Signing Services). The amount of the set-up fee (excluding GST) is specified in the header row of the middle column of Table 4a below.

If the Appointed Sub-LRA wishes to exceed its allocation of 250,000 signatures/time-stamps for a Calendar Year, it must obtain AusCERT's prior written consent for that Calendar Year (granted at AusCERT's absolute discretion). The Appointed Sub-LRA must not otherwise exceed its allocation of 250,000 signatures/time-stamps per Calendar Year. The Bulk Signing Services may be suspended if the Appointed Sub-LRA has exceeded this limit without AusCERT's consent.

After the first 365 days of receiving the Bulk Signing Services the Appointed Sub-LRA may by written notice terminate the Bulk Signing Services without any obligation to make further payments, other than to pay for use of the Bulk Signing Services (on a pro rata basis) up until the time such termination is effective (as specified in the notice). Without limiting its rights, AusCERT may also terminate the Bulk Signing Services without or without reasons at any time after the first Calendar Year.

For the purposes of calculating this Fee, the 'number of students' to be used for the Appointed Sub-LRA is the figure that AusCERT reasonably determines (for example, this may be based on the most recent figures published on the authoritative Australian or New Zealand government agency web site, such as <http://education.gov.au/student-data>; or as reported in the Appointed Sub-LRA's annual report or on its website, if any).

See Part 8 of this Schedule for further terms applicable to the Bulk Signing Services.

**Tables 4a: Fees for Bulk Signing Services – first year**

<b>Bulk Signing Services: Fee in first year (includes set-up fee)</b>				
<b>Student Numbers</b> <i>(when calculating the Fee)</i>	<b>Signatures per Calendar Year</b>	<b>Fees for the Calendar Year</b> <i>(incl. set-up fee of \$1926.00)</i>	<b>GST</b>	<b>Fees for the Calendar Year</b> <i>(incl. GST &amp; set-up fee)</i>
Large (more than 20,000)	250,000	\$27,606.00 (excl GST)	\$2,760.60	\$30,366.60
Medium (10,001 to 20,000)	250,000	\$21,186.00 (excl GST)	\$2,118.60	\$23,304.60
Small (10,000 or less)	250,000	\$14,766.00 (excl GST)	\$1,476.60	\$16,242.60

**Table4b: Fees for Bulk Signing Services – subsequent years**

<b>Bulk Signing Services: Fee in subsequent years</b>				
<b>Student Numbers</b> <i>(when calculating the Fee)</i>	<b>Signatures per Calendar Year</b>	<b>Fee for the Calendar Year</b>	<b>GST</b>	<b>Fee for the Calendar Year (including GST)</b>
Large (more than 20,000)	250,000	\$25,680.00 (excl GST)	\$2,568.00	\$28,248.00
Medium (10,001 to 20,000)	250,000	\$19,260.00 (excl GST)	\$1,926.00	\$21,186.00
Small (10,000 or less)	250,000	\$12,840.00 (excl GST)	\$1,284.00	\$14,124.00

The Fees for the Bulk Signing Services are due within 30 days of the date of AusCERT’s tax invoice and this obligation continues to apply even if this agreement has terminated or expired.

Subject to the next paragraph, AusCERT will invoice for these Fees (for the Bulk Signing Services) in advance for each Calendar Year and separately to its invoice for the Annual Fee (being the Annual Fee described in Section A of this Part 4).

The parties may (in their absolute discretion) by consultation determined an alternative method and/or period/s over which AusCERT may invoice the Fees for the Bulk Signing Services. If they have done so then AusCERT may invoice in accordance with any such alternative proposal it has provided to the Appointed Sub-LRA that the Appointed Sub-LRA has approved in writing (including by email). Any such approval does not prevent AusCERT from invoicing in accordance with the previous paragraph rather than in accordance with the approved alternative proposal.

**PART 5: CERTIFICATES**

Subject to and without limiting the other terms and conditions of this agreement, the Certificates the Appointed sub-LRA may order using the QuoVadis TrustLink System are as follows.

**Table 1: Certificate Categories and Certificate Types**

Certificate Category	Certificate Types	Volume Limits (on valid Certificates)
CERTIFICATE CATEGORY A	Business SSL Certificates Operational Periods: 1, 2 and 3 years	Unlimited
	EV SSL Certificates Operational Periods: 1 and 2 years	Unlimited
	Code Signing Certificates Operational Periods: 1, 2 and 3 years	Unlimited
CERTIFICATE CATEGORY B	QV Standard Certificates <i>(Being QV Standard assurance Certificates for use as Client/End User S/MIME Certificates)</i> Operational Periods: 1, 2 and 3 years	Limited*. See Table 3 below for limits which apply.
CERTIFICATE CATEGORY C	IGTF accredited Grid Certificates (personal and host) Operational Period: 1 year	Limited*. See Table 3 below for limits which apply.
CERTIFICATE CATEGORY D	QV Advanced Plus Certificates <i>(May also be referred to as QV Advanced+ Certificates. Must be issued onto a Secure Signature Creation Device approved by QuoVadis. QV Advanced Plus Certificates are in the Adobe Approved Trust List)</i> Operational Periods: 1, 2 and 3 years	Limited. See Table 3 below for limits which apply for Certificates provided for trial purposes. They are provided only on a temporary basis (as specified by AusCERT).  Additional Certificates may be purchased on a fee per Certificate basis without limit (see Section E of this Part 4).

\*If the Appointed sub-LRA requires more QV Standard Certificates or Grid Certificates than permitted due to a Volume Limit, AusCERT may approve the issuance of additional Certificates at no extra charge (such approval is given under and subject to clause 1.8 and is subject to revocation – see clause 1.8).

**Table 2: Valid Certificate Volume Limits**

Each Volume Limit specified below is the limit on the total number of valid Certificates within the relevant Certificate Category (in any combination of Certificate types within that category) allowed at any one time.\*\*

Tier	FTE Number	Volume Limit <i>(Certificate Category B)</i> QV Standard <i>(S/MIME)</i>	Volume Limit <i>(Certificate Category C)</i> Grid <i>(Personal and/or Host)</i>	Volume Limit <i>(Certificate Category D)</i> QV Advanced Plus <i>(for trial purposes)</i>
Tier 5	4,000 or more FTE	32	6	1
Tier 4	3,000 - 3,999 FTE	30	4	1
Tier 3	2,000 - 2,999 FTE	28	2	1
Tier 2	1,000 - 1,999 FTE	26	1	1
Tier 1	up to 999 FTE	5	1	1
Any school	Any size	Not included	Not included	Not included

A reference to “Not included” in Table 3 above means Certificates in those categories are not available at all to that Tier of sub-LRA. \*\*See definition of “Volume Limit” in clause 11. Volume Limits do not apply to additional QV Advanced Plus Certificates that are purchased pursuant to Section E of this Part 4.

### **PART 6: EXTRA IDENTITY VERIFICATION REQUIREMENTS FOR END USER CERTIFICATES**

The following End User Certificate types are subject to additional identity vetting procedures by the Appointed sub-LRA:

- End User Grid Certificates
- QV Advanced Plus Certificates

In addition to the Appointed sub-LRA’s other due diligence obligations (including any details required under a Form), the following procedures must (unless and until an AusCERT Guideline expressly provides to the contrary) be undertaken before the Appointed sub-LRA authorises the issuance of these Certificates.

- (a) For End User Grid Certificates: the Registrant must have a face-to-face meeting with an Agent Administrator of the Appointed sub-LRA and show a government issued identity document which includes the Registrant’s photo (being either a driver’s licence or passport or another document approved by AusCERT) or their staff identity card (if it was issued on the basis of having provided such government issued identity documents to the Appointed sub-LRA) and complete the End User Grid Certificate Application Form.

The Agent Administrator must either:

- (i) submit the completed End User Grid Application Form to the relevant QuoVadis entity with a copy of the identity document; or
  - (ii) securely retain a copy of the completed End User Grid Application Form with a copy of the identity document on file for the period required under clause 1.12.
- (b) For QV Advanced Plus Certificates: the Registrant must have a face-to-face meeting with an Agent Administrator of the Appointed sub-LRA and show their government issued identity document which contains a photo (being either a driver’s licence or passport or another document approved by AusCERT). The Agent Administrator must submit the completed QV Advanced Plus Application Form to the QuoVadis entity with a copy of the identity document.

### **PART 7: PROHIBITED CONDUCT**

Each of the following is Prohibited Conduct:

- (a) requesting issuance of a Certificate to a Certificate Holder other than the Appointed sub-LRA;
- (b) impersonating or misrepresenting the Appointed sub-LRA or any of its Users or the Appointed sub-LRA’s or other User’s affiliation with any entity;
- (c) using the Service Systems or Certificates or other intellectual property of AusCERT or QuoVadis entities on or in connection with a website that is associated with any crime, defamation or copyright infringement;
- (d) engaging in any act or conduct that is offensive, abusive, contrary to public morality, indecent, defamatory, obscene or menacing;
- (e) breaching, or causing (in whole or part) AusCERT’s breach of, obligations of confidence or any obligation under any Privacy Law which applies to AusCERT or the Appointed sub-LRA;
- (f) breaching, or causing (in whole or part) AusCERT’s breach of, any law or engaging in any act or conduct connected with the actual or attempted perpetration of any fraud or any crime in any jurisdiction in the world;
- (g) creating or attempting to create a Private Key that is identical to any other Private Key or attempting to reverse engineer a Certificate or a Public Key to deduce the Private Key;
- (h) uploading or distributing any files or software that may damage the operation of another person’s computer or systems;
- (i) engaging in any conduct connected with any actual or attempted unauthorised access to any part of the Service Systems or the computer or communication systems of AusCERT, QuoVadis entities or any other person or connected with any actual or attempted use of a computer virus, trojan, DNS



attack or similar attack or deleterious computer code on or in connection with any computer system (other than for legitimate tests on the Appointed sub-LRA's own computer systems);

- (j) interfering with the proper functioning of the Service Systems or the QuoVadis Repository or AusCERT Repository or other parts of their websites or with any transactions conducted through any such systems or websites;
- (k) re-branding or otherwise modifying a Certificate; or
- (l) using a Certificate if there are reasonable grounds to suspect that the secrecy of the Certificate's associated Private Key has been compromised;
- (m) using a Certificate after its Operational Period has ceased;
- (n) providing information to AusCERT or a QuoVadis entity that infringes the intellectual property or other rights of any third party or that can or will be used by the Appointed sub-LRA or its Personnel for any unlawful purpose;
- (o) engaging in any conduct (including using any Certificate, Service System or the Services in a way that causes or contributes to:
  - (i) any damage (whether or not permanent) to the reputation of AusCERT (whether the reputation of the University of Queensland or just that part of its business under the AusCERT trading name) or any QuoVadis entity; or
  - (ii) the termination of the AusCERT/QV Agreement; or
- (p) engaging in any act, omission or conduct in any way that aids, abets, counsels or procures, or otherwise contributes towards, any other person doing any of the foregoing.

### **PART 8: BULK SIGNING SERVICE TERMS**

In this Part 8, unless expressly stated to the contrary:

- capitalised terms used but not defined in this Part 8 have the meaning given to them in clause 11 of the main terms of this agreement;
- a reference to a 'clause' is a reference to a clause of the main terms of this agreement and a reference to a 'paragraph' is a reference to a paragraph in this Part 8; and
- the following terms have the following meanings.

**"Data"** includes the Appointed Sub-LRA's documents and other files or data files that are submitted to the Bulk Signing System for signing as part of the Bulk Signing Services. Data may be academic transcripts or other documents.

**"Operational Phase"** refers to the period during which the SVS Solution is being provided to the Appointed Sub-LRA.

**"SVS Solution"** means either or both of, as the context requires, the Bulk Signing Services and the Bulk Signing System.

#### **1. Signing & Validation Services (SVS)**

- 1.1 The Appointed Sub-LRA may use the SVS Solution only if AusCERT has approved the Appointed Sub-LRA submitting an application to QuoVadis to receive the Bulk Signing Services.
- 1.2 QuoVadis may make available a User Acceptance Test environment for a final test before an implementation or change is deployed if the Appointed Sub-LRA requests. If QuoVadis does make a test environment available the Appointed Sub-LRA must cooperate with QuoVadis and is responsible for providing a representative test set for the purpose of testing the service as it relates to Appointed Sub-LRA.
- 1.3 Data will need to be in a format that can be signed by the Bulk Signing System as QuoVadis requires (for example, for documents, MS Word and PDF file formats). QuoVadis can provide details of the supported document and other data file formats.
- 1.4 The Appointed Sub-LRA may use the SVS Solution to sign any document or data file QuoVadis allows (subject to paragraph 1.3). Signing of academic transcripts in PDF is one application of the SVS Solution.

- 1.5 While and to the extent QuoVadis permits and the SVS Solution provides the capability:
- (a) the Appointed Sub-LRA may have multiple Certificates allocated in any way they choose for signing (for example, the Appointed Sub-LRA may elect to have one Certificate for faculty a, one for faculty b, one for faculty c etc and Certificates for Schools within faculties, and Certificates for other organisational units, for example, one for 'Accounts', one for 'Admissions' etc);
  - (b) the SVS Solution enables attaching profiles in the Bulk Signing System and documents can be signed by a specific Certificate (for example, if a user drops files into the "Faculty of Science" folder, the specific Certificate profiled for the Faculty of Science is used to sign the relevant academic transcripts for Science. Academic transcripts for the Faculty of Medicine could then be dropped into the Faculty of Medicine folder, and the specific Certificate profiled for the Faculty of Medicine is then used to sign the relevant academic transcripts for Medicine and so on);
  - (c) the usual procedure is that the user would select the documents or data files for signing and place them into a folder for processing. Different "Folders" can have a profile attached with the Certificate to be used.
- 1.6 The Bulk Signing Services are supplied by QuoVadis directly to the Appointed Sub-LRA using the Bulk Signing System, which is a system that is separate to the PKI System and the TrustLink System (although they all form part of the overall QuoVadis PKI infrastructure). The Appointed Sub-LRA's Users will obtain the Certificates used for the Bulk Signing Services through the Bulk Signing System (not the TrustLink System). The obligations of the Appointed Sub-LRA and its Users under this agreement with respect to Certificates apply also to the Certificates used for the Bulk Signing Services. AusCERT has no visibility or control of the Bulk Signing Services or the Bulk Signing System in relation to the Appointed Sub-LRA and no visibility or control of QuoVadis' provision or the Appointed Sub-LRA's use of them. Except as contemplated in paragraph 1.1 of this Part 8, any functions with respect to Certificates and Users that this agreement indicates are to be performed by AusCERT (such as LRA services) are not required to, and will not, be performed by AusCERT with respect to Certificates used for the Bulk Signing Services or Users of such Certificates or Service.
- 1.7 To the full extent permitted by law:
- (a) AusCERT makes no representations and gives no warranties regarding the SVS Solution, its capabilities, performance, quality, availability or fitness for any purpose; and
  - (b) AusCERT has no responsibility or liability to the Appointed Sub-LRA or any of its Personnel for or in connection with anything QuoVadis or its Personnel, or the Appointed Sub-LRA or any of its Personnel, does or does not do in respect of the Bulk Signing Services and/or Bulk Signing System.
- 1.8 Without limiting the terms of this agreement, QuoVadis may also require the Appointed Sub-LRA to agree terms of use with QuoVadis in relation to the SVS Solution. However, QuoVadis has agreed with AusCERT that it will not charge fees to the Appointed Sub-LRA in connection with the SVS Solution. The Fees payable by the Appointed Sub-LRA for use of the SVS Solution are the fees payable to AusCERT as set out in Part 4 of this Schedule. If QuoVadis does purport to charge any fees in connection with the SVS Solution please provide notice to AusCERT promptly.
- 1.9 In addition to and without limiting AusCERT's other rights, if AusCERT has reason to suspect the Appointed Sub-LRA or any of its Personnel has failed to comply with these terms (including any of QuoVadis' requirements) AusCERT may at any time request QuoVadis suspend or terminate supply of the Bulk Signing Services to the Appointed Sub-LRA or revoke and/or replace signing Certificate used by the Appointed Sub-LRA in relation to the Bulk Signing Services.
- 1.10 The Appointed Sub-LRA authorises AusCERT to access information of or relating to the Appointed Sub-LRA and its Personnel for any purpose connected with the SVS Solution to the extent AusCERT reasonably requires to enable it to comply with its obligations under, or to enforce or monitor compliance with, this agreement, any arrangements with a QuoVadis entity and any law. This does not imply that AusCERT technically has the ability to access such information. For example, AusCERT may receive reports from a QuoVadis entity about the number of signatures generated for the Appointed Sub-LRA through its use of the SVS Solution during the Calendar Year for invoicing and to ensure that signature limits per Calendar Year are not exceeded.

## 2. User responsibilities

- 2.1 Except as may be subsequently agreed with AusCERT to the contrary, the Appointed Sub-LRA must sign the Data using QV Advanced Plus Certificates.
- 2.2 The Appointed Sub-LRA is responsible for providing QuoVadis with correct Data to be signed, including the proper instruction and/or input file used to identify which digital signature will be applied to a document (including identifying which certificate will be used to digitally sign the document).
- 2.3 QuoVadis, as the supplier of the SVS Solution, operates the Bulk Signing System and digitally signs the Data on behalf of the Appointed Sub-LRA and acts as a third party and the Appointed Sub-LRA authorises QuoVadis to:
- (a) electronically initiate the software to sign the Data;
  - (b) access Data and other information of or relating to the Appointed Sub-LRA and its Personnel for the purpose of providing (including administering and maintaining) the SVS Solution – for clarity, as at the time of commencement of this Service QuoVadis has informed AusCERT that QuoVadis will not have read access to the actual document or file to be signed (such as the actual academic transcripts), rather, a cryptographic hash fingerprint or digest of the document or file will be sent to QuoVadis via the Bulk Signing System which will be digitally signed, timestamped and applied to the actual document or file to be signed by the Bulk Signing System and QuoVadis will, for example, have access to the cryptographic hash fingerprint or digest;
- 2.4 The Appointed Sub-LRA is responsible for advising QuoVadis, on a transaction by transaction basis, which of the Appointed Sub-LRA's Certificates should be used to sign the underlying Data by entering a unique code which is linked to an underlying Certificate of the Appointed Sub-LRA.
- 2.5 The Appointed Sub-LRA is responsible for requesting the revocation and renewal of its Certificates. Where Certificates have been issued to the Appointed Sub-LRA to secure or sign instructions or communications from the Appointed Sub-LRA to AusCERT or QuoVadis, and such Certificate is installed on equipment used for or in connection with the SVS Solution, the Appointed Sub-LRA authorises the use by QuoVadis of the Appointed Sub-LRA's specific Certificate for the purpose of supplying the Bulk Signing Services to the Appointed Sub-LRA. The Appointed Sub-LRA is responsible for requesting a new Certificate if the previous Certificate for the same use is revoked or expires.
- 2.6 If this agreement (or any agreement the Appointed Sub-LRA has with QuoVadis) ends for any reason, QuoVadis may revoke the Appointed Sub-LRA's Certificates used as part of the SVS Solution (and AusCERT may also request QuoVadis to implement such revocation).
- 2.7 The Appointed Sub-LRA must provide QuoVadis with all information, and assistance the Appointed Sub-LRA ought reasonably provide to enable QuoVadis to provide the Bulk Signing Services.
- 2.8 The Appointed Sub-LRA must comply with all eligibility and other requirements QuoVadis imposes from time to time in relation to use and functionality of the Bulk Signing Services.
- 2.9 The Appointed sub-LRA must promptly provide all information AusCERT reasonably requests from time to time that is related to the Appointed sub-LRA's participation in or use of the SVS Solution, including regarding: (a) compliance (or otherwise) with this agreement and/or applicable Compliance Documents; or (b) use of Service Systems or any Certificate (including regarding applications, use, misuse or revocation).
- 2.10 Except to the extent permitted by any written consent from AusCERT for a particular Calendar Year, the Appointed sub-LRA must not exceed the number of signatures per Calendar Year as specified in Table 4a or Table 4b (as applicable) in Section G of Part 4 of this Schedule.
- 3. Service support**
- 3.1 In the Operational Phase, the Appointed Sub-LRA will need to deal with QuoVadis in relation to obtaining the Bulk Signing Services as they will be provided by QuoVadis directly to the Appointed Sub-LRA, including maintenance and support of the Bulk Signing System as contemplated in this Part 8 and the service levels outlined in paragraph 4 below.
- 3.2 The SVS Solution may be unavailable as and when QuoVadis requires for maintenance, updates and system changes.
- 3.3 As AusCERT has no oversight or control of the SVS Solution in respect of the Appointed Sub-LRA's use of it AusCERT is not responsible for providing any support to the Appointed Sub-LRA

or its Personnel. All support services (including telephone support) for the Appointed Sub-LRA and its Personnel in relation to use of the SVS Solution will be provided by QuoVadis on such terms as QuoVadis determines or agrees with the Appointed Sub-LRA.

## 4. Service levels and changes

4.1 General terms regarding QuoVadis’ support are as follows.

### Change Requests

- Only Users authorised by the Appointed Sub-LRA may send in Change Requests for the Appointed Sub-LRA’s service.
- Unless QuoVadis otherwise requires, Change Requests by the Appointed Sub-LRA may be sent by email to [auscert.svs-support@quovadisglobal.com](mailto:auscert.svs-support@quovadisglobal.com)

QuoVadis may process requests as follows (or under such other terms as QuoVadis determines).

Change Request	Response Time	Reaction time	Steps
Change	<b>3 Business Days</b> from the moment of notification by the Appointed Sub-LRA on Business Days	<b>5 Business Days</b> from the moment of response by QuoVadis, unless agreed differently	<ol style="list-style-type: none"> <li>1. Response: email notification to the Appointed Sub-LRA confirming receipt of the request</li> <li>2. Reaction: Agree timescale for resolution of change request</li> <li>3. Approval by the Appointed Sub-LRA per email.</li> <li>4. Scheduling change in consultation with the Appointed Sub-LRA.</li> </ol>

The Appointed Sub-LRA must not request QuoVadis make a change that might affect other customers of AusCERT that use any of the System Services, unless AusCERT consents in writing.

### Incidents

Incidents should be reported by the Appointed Sub-LRA promptly and directly to QuoVadis using [auscert.svs-support@quovadisglobal.com](mailto:auscert.svs-support@quovadisglobal.com). The Appointed Sub-LRA must use reasonable attempts to first resolve incidents itself (unless it relates to security or reliability of the system for other customers of QuoVadis or AusCERT or other users of any Service System). Incidents, where mitigation and support is not possible by the Appointed Sub-LRA’s Personnel, should be directed to QuoVadis by the Appointed Sub-LRA.

### Critical Incident Non Business Hours

Critical incidents arising during non-Business Days or hours, should be reported directly to QuoVadis with a brief description of the issue together with contact details that QuoVadis incident team can use to reach the individual impacted directly. **Note: Australian number: 1800 720 474**

A Critical Incident is one that:

- o prohibits the Appointed Sub-LRA’s use of the SVS Solution;
- o has no work-around available;
- o Data or documents are not retrievable;
- o concerns a security Incident (breach of confidential information).

### Processing Incidents

QuoVadis will process incidents in the manner and using the processes it determines appropriate. The Appointed Sub-LRA can contact QuoVadis from time to time for further information regarding QuoVadis’ then current service levels.

### Reporting on QuoVadis Service

If the Appointed Sub-LRA has any concerns regarding unavailability of or problems with the SVS Solution or any other Service Systems or Services or the conduct of QuoVadis or any of its personnel the Appointed Sub-LRA must promptly report that concern to AusCERT.