

This agreement constitutes the agreement which certificate provider (PROCERT), CA, a corporation based in Caracas, registered in the Commercial Register V of the Judicial District of the Capital District and Miranda State, dated August 14, 2006 under 44 and Tomo No. 1389-a, with Fiscal Information Registry J- No. 31635373-7, he claims to be able to provide services to the general public in the area of electronic certification. This contract shall be governed by the terms and conditions set forth in the following clauses:

**Clause One - Definitions:** The terms contained in this Agreement have the meaning indicated in this Section, which will have the same meaning in both singular and plural.

- **Key File:** It means the process used to store keys or ID and / or certified as a record in long-term storage for future recoveries.
- **Audit:** Means the review and examination of system records and activities to assess the adequacy and effectiveness of controls systems to ensure compliance with established policies and operational procedures and practices for the operation of a PSC and detect the necessary changes in controls , policies and procedures and ensure the implementation of these changes over time.
- **Compliance audit:** It means the review and examination of records and activities of the system to test the adequacy of system controls to ensure compliance with established policy and operational procedures, to detect breaches in security and recommend changes in controls, policies and procedures.
- **Certification Authority (CA):** It means an authority which rely customers to create, issue and manage the lifecycle of certificates, which for the purposes of Decree Law on Data Messages and Electronic Signatures must have accreditation from the Superintendence of Services Electronic certification (SUSCERTE).
- **Registration Authority:** It means the entity whose purpose is to provide local support for the Public Key Infrastructure (PKI) of a Certification Authority (CA). The Registration Authority performs a set of functions oriented validation, verification and conformation of the documentation and physical identity of a client who chooses to purchase an electronic signature or electronic certificate generated by the Certification Authority (CA ) PROCERT.
- **Certificate chain:** It means a chain of multiple certificates needed to validate a certificate. Certificate chains are constructed by linking and verification of the electronic signature on a certificate with a public key in a certificate issued by the Certification Authority (CA) of PROCERT, which is subordinate and signed by the certificate following generated by the Superintendence of Electronic Certification Services (SUSCERTE).
- **Certificate:** Means a data structure used by the CCITT X.509 ITU standard, which contains the public key of an entity with associated information and presented as "un-forgeable" (unforgettable), using an electronic signature of the Certification Authority that gender.
- **Electronic certificates:** Mechanisms are associated with an electronic identification security LOG guarantee the identity of an individual or entity on the internet and which is issued by the certification authority PROCERT.
- **Public Key Certificate:** It means the electronic certificate that binds the public key of an entity with the unique identifier of the entity and indicating a specific period of validity.

- **Encryption:** It means the process by which simple text data are transformed to hide its meaning. Encryption is a reversible process is performed using a cryptographic algorithm and a key.
- **Key:** It means the sequence of symbols that controls the operation of a cryptographic transformation (eg. Encryption, decryption, cryptographic verification function computer, generation or signature verification).
- **Key Cryptography:** It means the parameter used in conjunction with an algorithm for validation, authentication, encryption and decryption.
- **Private Key:** It means the asymmetric key of an entity, which will normally be known only by that entity.
- **Public Key:** It means the key of an asymmetric key pair of an entity that can be made public, though not necessarily available to the general public as it can be restricted to a predetermined group.
- **Client:** It means the entity that requested the issuance of a certificate within the Public Key Infrastructure (PKI) ProCert. For the purposes of Decree Law on Data Messages and Electronic Signatures and its regulations Customer shall be treated as the Signatory and vice versa.
- **confidentiality:** Property means not to disclose or make available to third parties without permission of the owner, and information relating to persons, entities and / or processes data.
- **Access control:** It means preventing unauthorized use of a resource, including the prevention of use of a resource in an unauthorized manner.
- **Cryptography:** It means the discipline that encompasses principles, means and methods for processing information and data for hidden content of information or data, in order to prevent unauthorized and / or prevent unauthorized use of information or data changes as appropriate .
- **Certification Practice Statement (DPC):** It means the statement of the practices used by the certification authority to issue certificates and manage their lifecycle.
- **Addressee:** It means the entity that obtains (receives or retrieves) a message.
- **Destroying Key:** It means the process of removing all copies of a key management system by key.
- **Availability:** It means the proprietary information being accessible and usable when requested by an authorized entity or process.
- **Business Day:** It means the span of working days
- **Entity:** Means any person (natural or legal) or system (mechanical or electronic).
- **Entity Public Key Infrastructure (PKI) Subordinate:** It means any entity that has the authority to operate and provide certification services under the Public Key Infrastructure (PKI) of SUSCERTE.
- **Evaluation:** It means the assessment against criteria defined to give a measure of confidence in the sense that it meets the applicable requirements.
- **Audit event:** It means an action internally detected by the system can generate an audit trail. If an event causes an audit trail is generated [to record audit trail]. This is a "recorded event." Otherwise it is an "event unregistered". The system decides, as each event is detected, if you must generate an audit by the audit preselection algorithm. The set of audit events is based on the security policy of the system.
- **Electronic signature:** Means the added data or a cryptographic transformation of a data unit that allows the receiver unit and data source test data integrity and protection against forgery, for example the recipient.

- **Cryptography tab:** It means the medium in which a key (eg. Smart card cryptographic key) is stored.
- **Certificate generation:** It means the process of creating a certificate from input data that are specific to the application and customer.
- **Key generation:** It means the process by which cryptographic keys are created. It is the function of generating the variables required to meet the particular attributes of the key.
- **ID information:** It means the information obtained to positively identify an entity and supply the Certification Services requested.
- **Public Key Infrastructure (PKI):** It means necessary to generate, distribute, manage and archive keys, certificates and Certificate Revocation Lists and responders Certificate Status Protocol On-Line (PECL) infrastructure.
- **Operational infrastructure:** It means the technological infrastructure through which Certification Services are provided. This infrastructure will not necessarily match the legal infrastructure or existing relationships or develop between entities that form part of the Public Key Infrastructure (PKI) ProCert or using the services Certification of Public Key Infrastructure (PKI) ProCert in any form.
- **Data integrity:** It means the quality or condition of being accurate, complete and valid and will not be altered or destroyed in an unauthorized manner.
- **interoperability:** It implies that the equipment and procedures used by two or more entities are compatible and therefore, it is possible to assume joint or related activities.
- **Research Post-Suspension:** It means an investigation by the General Management and Management of Computer PROCERT after stopping a certificate to determine whether the certificate should be revoked or reinstated as valid.
- **Certificate Revocation List (CRL):** It means the list of certificates that have been revoked by PROCERT.
- **Key management:** Means the management and use of generation, registration, certification, divestiture, distribution, installation, storage, archiving, revocation, diversion and destruction of key material according to the security policy.
- **Audit level:** Means a series of requirements and regulations associated with the types of certificates as shown in Declaration Certification Practice (DPC) and Certificate Policy (CP) (AC-D-0003) and against which are audited PSC accredited to the Superintendence of Electronic Certification Services (SUSCERTE).
- **Web page:** It is an electronic document accessible through the World Wide Web (WWW) using a browser. This electronic document contains information specific to the company and can be consulted by anyone, the information is usually presented in HTML format and may contain hyperlinks to other websites.
- **Key pair:** Mean the keys in an asymmetric cryptographic system whose function is that the one pair which encrypts the decrypted another pair.
- **Asymmetric Key Pair:** It means the pair of related keys where the private key defines the private transformation and public key defines the public transformation.
- **Interested part:** Means the organization or person who has an interest in the performance or success of Certified Provider (PROCERT), CA
- **PROCERT:** Certified Provider means (PROCERT), CA, a corporation based in Caracas, registered in the Commercial Registry of the Judicial District V

Capital District and Miranda State, dated August 14, 2006, under No. 44 and Tomo 1389-A, with Fiscal Information Registry J- No. 31635373-7.

- **Verification process:** Means the process that takes as input the signed message, the verification key and domain parameters and yields as output the result of signature verification: valid or invalid.
- **Certificate Status Protocol On-Line (PECL):** It is a protocol used to validate the status of a certificate in real time. Response requests includes three (3) status: valid, revoked, or unknown. English Language definition is OCSP (Online Certificate Status Protocol).
- **Provider:** Means the organization or person that provides a product or service certificate provider (PROCERT), CA
- **PSC:** It means Service Provider Certification
- **Audit Trail:** It means discrete data unit recorded in the audit trail when an event occurs that is registered. An audit log consists of a set of descriptions of audit, each of which has a set of attributes associated with this audit. Each audit record has a description of auditing for header record and usually has additional audit descriptions describing the entity (s) and object (s) involved in the event.
- **Summary information:** It means the basic information required for the production of a Public Key Certificate for verification of an electronic signature validation and certificate status information produced as a result of this verification.
- **Revocation:** It means the change of status of a valid or suspended "revoked" from a specific date forward certificate.
- **Certificate Revocation:** It means the process of changing the status of a certificate valid or suspended or revoked. When a certificate is revoked status, this means that one entity and should not rely on it for any purpose.
- **Physical security:** Mean the measures used to provide physical protection of resources against deliberate and accidental threats.
- **Certification Services:** It means services can be supplied in relation to the management of the lifecycle of the certificates at any level of the hierarchy of the ICP, including ancillary services such as OCPS, services timeshare services identity verification, hosting List Certificate Revocation (LCR), etc.
- **Applicant:** It means the entity that requested the issuance of a certificate within the Public Key Infrastructure (PKI) ProCert. The verification process varies according to the nature and, where applicable, the operational role within the Public Key Infrastructure (PKI) certificate for the entity that is requesting.
- **Certificate Application:** It means the application authenticated by an entity by its parent authority to issue a certificate that binds the identity of that entity to a public key.
- **Use Certificate:** It means the set of rules that indicate the applicability of the certificate of a particular community and / or class of application with common security requirements. For example, a particular certificate policy might indicate applicability of a type certificate for authentication of mobile communications for marketing products within a certain price range.
- **Contracting User:** It means a person who solicits and hires any of the services offered PROCERT, which can be understood as "signer" for the purposes of Decree Law on Data Messages and Electronic Signatures and its regulations.

- **Validation:** It means the process of verifying the validity of a certificate in terms of their status (eg. Suspended or revoked).
- **WISeKey:** It means the provider of services European market leader and technological allies PROCERT electronic certification.

**Second Clause - Price:** El costo y tipo de certificado ha sido seleccionado previamente por el contratante en la página web de PROCERT. El usuario acepta la tarifa de PROCERT y acuerda el pago de la misma, la cual cubre el período de uso de un (1) año contado a partir de la fecha de emisión del certificado electrónico. En caso de usos no autorizados del certificado, el mismo podrá ser revocado por PROCERT sin que el usuario pueda reclamar pago, compensación, indemnización o reembolso alguno de lo pagado para adquirir el certificado electrónico. Se entenderá como uso no autorizado, todo aquel que difiera de la función para la cual fue adquirido el certificado electrónico. El tipo y uso del certificado electrónico fue seleccionado previamente por el usuario contratante dentro del sistema de contratación de la página web de PROCERT. Cada tipo de certificado posee su precio asociado e individual. El usuario contratante que requiera más de un certificado deberá cancelar la suma correspondiente de adquisición de cada uno de los tipos de certificados electrónicos que desee adquirir. El usuario contratante cancelará el precio de adquisición del certificado más las cargas tributarias que sean impuestas por el Ejecutivo Nacional y que graven el tipo de servicio. Todo requerimiento de compra o suministro de hardware, software, documentación, consultoría y/o asesoría deberán ser solicitados por escrito y vía correo electrónico a la dirección [soporte@procert.net.ve](mailto:soporte@procert.net.ve) . Any type of emergency service it will have a surcharge of 50% on the relevant fee.

**Clause Three - Object:** The purpose of this contract relates to the purchase by the contracting user of electronic certificates issued by the Service Provider Certification (PSC) PROCERT who is duly accredited by the Superintendence of Electronic Certification Services (SUSCERTE) and meets legal ends established in Decree-Law on data messages and electronic Signatures, Regulations, like other rules in force sublegal character or regulatory text that replaces and regulate the activity of electronic certification within the Bolivarian Republic of Venezuela.

**Fourth clause - Scope:** The types of certificates, use and application are described below for better understanding and understanding of contracting users. The PSC PROCERT is able to issue the following types of certificates:

**1. CERTIFICATE FOR ELECTRONIC SIGNATURE COMPANY EMPLOYEE: The**

electronic signature certificates for employee company, certify that a particular person is employed by a particular company or a person who performs a particular function or has any connection with certain company. Assigned to use such a certificate it is as follows:

- Certify a person as a legal employee of a corporation or legal entity.
- Public or private transactions online, as an employee of a corporation or legal entity.
- private or public communications as an employee of a corporation or legal entity.
- e-commerce as an employee of a corporation or legal entity.
- Statements or online transactions to government as an employee of a corporation or legal entity.
- Electronic signature E-mail and electronic documents.

**2. CERTIFICATE FOR REPRESENTATIVE OF ELECTRONIC SIGNATURE ENTERPRISES AUTHORITIES OR COMPANY: Certificates for companies or representative**

Companies authorities authenticate that a particular person is the representative or legal authority of a corporation or legal entity. Assigned to use Electronic Signature Certificate for Business Representative or Business Authority is as follows:

- Certify a person as a representative or legal authority of a corporation or legal entity.
- Public or private transactions online, representing companies.
- private or public communications on behalf of companies.
- representing e-commerce companies.
- Statements or online transactions to government representing the company.
- electronically sign e-mails and electronic documents.

**3. ELECTRONIC SIGNATURE CERTIFICATE OF NATURAL PERSON:** It is the transmission messaging and electronic document management, signature associates the identity of a person or a computer to computer message or document. Depending on the type of signature, it can also ensure *integrity* document or message. This can be linked to a document to identify the author, to indicate conformity (or nonconformity) with the content, indicating that you have read or, depending on the type of signature, ensuring that it can not change its content. Assigned to use Electronic Signature Certificate for Natural Personal it is as follows:

- private transactions, other than professional services.
- private or public communications personal capacity.
- electronic purchases for individuals.
- Statements or online transactions to government for individuals.
- Electronic signature of emails and electronic documents.

**Four. CERTIFICATE FOR PROFESSIONALS QUALIFIED ELECTRONIC SIGNATURE.**

Assigned to use electronic signature certificate for qualified professionals it is as follows:

- Online transactions associated with the exercise of profession or trade with tuition and legal recognition within the Bolivarian Republic of Venezuela.
- private or public communications associated with the exercise of profession or trade with tuition and legal recognition within the Bolivarian Republic of Venezuela.
- Electronic commerce associated with the exercise of profession or trade with tuition and legal recognition within the Bolivarian Republic of Venezuela.
- Statements or online transactions to government associated with the exercise of profession or trade with tuition and legal recognition within the Bolivarian Republic of Venezuela.

- electronic signature of emails and electronic documents.

**5. ELECTRONIC CERTIFICATE FOR SECURE SERVER (SSL):** They certify a person owns an Internet domain and is under the control of that person. Assigned to use electronic certificate for secure server (SSL) it is as follows:

- Protection of online transactions between servers and clients belonging to an integrated information technology system.
- Protection of online communications between servers and clients from an integrated system of information technology

**6. CERTIFICATE FOR ELECTRONIC ACCESS CONTROL LOGIC:** The control logical access used in smart cards which support all authentication technologies, file storage access passwords, certificates of public key infrastructure, passwords for single use and biometric image templates and, generation access key pairs

asymmetric. A smart card used in combination with one or more authentication technologies, provides greater multi-factor authentication and increases significantly logical access security. Assigned to use electronic certificate for Logical Access Control it is as follows:

- Protection of operating systems, programs, and data files

#### **7. CERTIFICATE OF ELECTRONIC SIGNATURE FOR PUBLIC OFFICIAL: The**

Electronic Signature Certificate for Public Officials authenticate that a particular person is career civil servant, whose appointment or removal or popular choice and is attached to a specific public body of government, whether centralized or decentralized. Assigned to use Electronic Signature Certificate for Public Official it is as follows:

- Certify a person as a career civil servant, whose appointment or removal or elected as governing body is attached or belongs.
- Public or private transactions online, representing Entities centralized or decentralized government.
- private or public communications entities representing centralized or decentralized government.
- e-commerce entities representing centralized or decentralized government.
- Statements or online transactions to government entities representing centralized or decentralized government.
- Electronic Signature and Electronic Documents Emails.

#### **8. ELECTRONIC SIGNATURE CERTIFICATE OF TRANSACTION: Certificates**

Transaction Signature guarantee integrity and non-repudiation of electronic transactions conducted by individuals or corporations and the data contained in each transaction people. Assigned to the certificate use Electronic Transaction Signing Certificate it is as follows:

- Protection of transaction online or offline.
- legal proof of registration transaction.
- Information Integrity.
- Non-repudiation.
- electronic signature and electronic document file

#### **9. CERTIFIED MAIL ELECTRONIC INVOICE: Certificates**

Electronic Invoice guarantee the integrity and non-repudiation of comprints issued in accordance with legal and administrative rules in electronic format and derived from electronic or non-electronic transactions by individuals or legal entities, public or private and information persons contained in each transaction . Use certificate assigned to the Electronic Invoice Electronic Certificate is as follows:

- Online transaction protection.
- Legal proof of electronic voucher.
- Information Integrity.
- Non-repudiation.
- Electronic signature of electronic documents.

#### **10. CERTIFIED ELECTRONIC BANKING: Certificates**

Electronic Banking guarantee the integrity and non-repudiation of electronic transactions made by users of electronic banking portals of institutions

Banking on the Internet as well as provide legal proof of the vouchers issued in accordance with legal and administrative rules in electronic format and derived from electronic or non-electronic transactions by individuals or legal entities, public or private and information persons contained in each transaction .  
Assigned to use Electronic Banking Electronic Certificate is as follows:

- Authentication.
- Electronic signature.
- Online transaction protection.
- Legal proof of electronic voucher.
- Information Integrity.
- Non-repudiation.

**FIRST PARAGRAPH:** The contracting user declares that free and independent expression of their will and after reviewing the information contained in this clause says that he knows and accepts assigned to the certificate use already acquired all certificates issued by the PSC PROCERT, also stating that accepts and knows the difference between each type of certificate that stated on the website of PROCERT or PROCERT Registration Authority, the type of certificate purchased and that fits your needs and requirements.

**Fifth clause - conditions:** The purchase value of the electronic certificate acquired by the contracting user will be repaid in one hundred percent (100%) at the time of signing this contract. The contracting user declares that it accepts and agrees to the terms and conditions contained in this Agreement. The user should refer contracting administrative offices PROCERT information and documents required in each case for the issue under the type of certificate purchased. Then the user should attend the interview PROCERT Registration Authority for the purpose of validating data and documentation. The customer will suffer a penalty of one hundred percent (100%) of the amount canceled if any of the data do not match or do not match the legal or circumstantial reality declared by the user. PROCERT only provides one (1) certificate reissuance in case of formatting the machine where the electronic certificate acquired by the user is staying. If the contracting user requires more than one (1) rebroadcasting, should a new electronic certificate canceled.

**Sixth clause - Liability of contracting User:** For the purposes of this contract, then use obligations assumed by the contracting service user certification are listed, which include:

- In relation to this contract, the contractor shall maintain user and host ethical standards and conduct legal proceedings. Also it will not do anything that in any way could damage or diminish the reputation of PROCERT.
- uses and / or laws of the Bolivarian Republic of Venezuela is the responsibility of the contractor user for damages thereby incur and a whole we shall apply the provisions to this effect are contained in the Crimes Act Computer and additionally the Penal Code and Venezuelan Criminal Procedure. In addition it will be revoked electronic certificate.



- The contracting user assumes responsibility for compensating PROCERT for damages caused to third parties arising from claims, actions, effects of action, losses or damages (including legal fees) that SHALL be generated by misuse, by the contracting service user contracted with PROCERT.
- For procurement of services, the contracting user agrees to deliver the documentation required by PROCERT within sixty (30) days following the signing of this Agreement days. Otherwise, PROCERT deducted one hundred percent (100%) as a penalty and understood as withdrawing the request, without thereby be claimed or cause some action or claim against PROCERT.
- Any information that differs and does not correspond to the information provided by the user and checked by the Registration Authority (RA) PROCERT at the time of the interview the user, cause the application of a penalty of one hundred percent (100 %) and close the client's case, without thereby be claimed or cause some action or claim against PROCERT.
- **Any request should be sent to PROCERT via email certificate ( [soporte@procert.net.ve](mailto:soporte@procert.net.ve) ), Setting forth the nature of the exact requirement and a detailed example to follow. Should the requirement need of some extra explanation by the contracting user, he must personally attend to the administrative headquarters of PROCERT or send an explanation by certified electronic mail to the address [soporte@procert.net.ve](mailto:soporte@procert.net.ve) .**
- The requirements made by the Contracting users will be processed within forty-eight (48) hours of receipt by PROCERT of these requirements and will inform each user via email certificate, the tentative date of processing your requirement Schedule function PROCERT activities. Requests for suspension or revocation of **digital certificates, users interested should send certified mail to the address [soporte@procert.net.ve](mailto:soporte@procert.net.ve) or go personally to the administrative headquarters of PROCERT for the purpose of processing your request for suspension or revocation.**
- Contracting users are obliged at all times to maintain the integrity and confidentiality of your private key.
- User once PROCERT receive instructions must generate your certificate request. If the user does not generate your certificate request within sixty (60) following receipt of the notification by PROCERT, designated days preceding form,
 

PROCERT operators will by desisted interest  
User and license applications shall be without effect.
- Certificates that do not meet the contractual or use for which conditions were issued will be revoked by PROCERT and published in the CSF.
- The user agrees to comply with all obligations imposed by the Decree-Law on Data Messages and Electronic Signatures, regulations and other rules in force sublegal character or regulatory text that replaces and regulate the activity of electronic certification within of the Bolivarian Republic of Venezuela for holders of electronic signatures and certificates, thus assuming the responsibilities assumed their electronic transactions.
- You declare that you have read and understand the operating conditions of the electronic certificates and support offered by PROCERT, which are established in
 

PROCERT website to \_\_\_\_\_ through \_\_\_\_\_ link

<https://www.procert.net.ve/soporte.asp> .

**Seventh Clause - Property rights:** PROCERT is the legal owner of all rights, title and interest in trademarks, trade names, marks, logos, trade name, slogans, patents, copyrights, trade secrets and other intellectual property rights relating to the design, operation and provision of services provided by PROCERT except those applicable to other companies with registration of intellectual industrial property, as well as those related to equipment and software used in the system. PROCERT not issue claims service marks, inventions, copyrights, trade secrets, patents, operation and provision of services provided, provided that the rights reserved by PROCERT are not infringed and are used by the user contracting for the purpose for which he was hired. This agreement does not constitute a license or permit to the contracting user, the use of the trade name or service marks of PROCERT. The contractor has neither have any rights on trademarks, names, signs, logos, trade name, patents, copyrights, trade secrets or other intellectual property right of PROCERT more than the use thereof in the manner and for the applications selected by the user contracting preliminary to acceptance of this contract and within the terms and conditions contained in the same way. The contractor acknowledges that all content, information, text, photographs, sound files, video, software, database, email accounts and any other application included on the website of procert.net are the subject of intellectual property rights. Such rights are owned by PROCERT or been approved for use, why the contractor may not make different use of the provisions of this contract without prior written authorization given by PROCERT. The client should assume that any application and content on the Web Site PROCERT are protected by intellectual property rights, therefore such applications or content may not be used differently from that stated in this contract without prior authorization PROCERT written. net are the subject of intellectual property rights. Such rights are owned by PROCERT or been approved for use, why the contractor may not make different use of the provisions of this contract without prior written authorization given by PROCERT. The client should assume that any application and content on the Web Site PROCERT are protected by intellectual property rights, therefore such applications or content may not be used differently from that stated in this contract without prior authorization PROCERT written. net are the subject of intellectual property rights. Such rights are owned by PROCERT or been approved for use, why the contractor may not make different use of the provisions of this contract without prior written authorization given by PROCERT. The client should assume that any application and content on the Web Site PROCERT are protected by intellectual property rights, therefore such applications or content may not be used differently from that stated in this contract without prior authorization PROCERT written.

**Eighth Clause - Confidentiality:** PROCERT into consideration the type of information handled and is supplied by the contracting user keep such information strictly confidential and evening unauthorized use by third parties. Only in case of injunction by a competent court or under legal warning, PROCERT provide only those data that are required by that judicial authority, without thereby may be subject to claims or demands for damages by the contractor user.

**Ninth Clause - Contractual relationship:** PROCERT between user and contracting a relationship of seller and buyer. This can not be interpreted as a merger, the right to use franchise or employee and employer. The contracting user has no authority, apparent or whatever it is, to contract on behalf of PROCERT or otherwise involving PROCERT, somehow, like is not authorized by the contracting user to represent PROCERT or any of services that could force differently than indicated in this contract.

**Tenth clause - Dispute Settlement:** PROCERT and contracting user recognize that the prompt and equitable resolution of disputes that may arise in connection with this contract will result in both its own interests and the execution of the service. To this end, they express their decision to make every effort to resolve any disputes that may arise through negotiation efforts to appropriate levels. If the dispute is not resolved through negotiation referred to above, within fifteen (15) business days after initiating it, then, at the request of the contracting user the dispute shall be submitted to the Superintendence of Electronic Certification Services ( SUSCERTE), the lead agency in the field of electronic certification within the Bolivarian Republic of Venezuela, in

Under the provisions of paragraph 13 of Article 22 of Decree-Law on Data Messages and Electronic Signatures. The solution reached with the mediation of Superintendence of Electronic Certification Services (SUSCERTE) and accepted by the parties, shall be binding and enforceable. The contracting User is also on Liberad to go to encargo body protection, education and defense contractor user according to the law governing the matter. Failure to reach any agreement will open the way ordinary process of claim.

**Eleventh Clause - Modifications:** This contract will remain unchanged or modifications; under the above PROCERT user and the contractor undertake to compliance.

**Twelfth Clause - Length:** This contract will commence from the date of purchase request and the certificate will be valid for one (1) year from the issuance of the certificate by PROCERT. Upon expiration of the contractual period, the client must start a new process for contracting services.

**THIRTEENTH CLAUSE - Applicable law and domicile:** This contract shall be governed by and construed under applicable to matter and existing legislation within the Bolivarian Republic of Venezuela. For all purposes under this Agreement, the parties expressly chosen as domicile exclusive of any other city of Caracas to the jurisdiction of whose courts declare submit.

**Fourteenth Clause - Guarantees:** In order to guarantee any damages arising from malfunctions and operation of electronic certificates, PROCERT keep an insurance policy in favor of the Superintendence of Electronic Certification Services (SUSCERTE). It said policy shall be enforceable only if there is a judgment that establishes the direct responsibility of PROCERT to the failure in service provision and operation of electronic certificates.

**Fifteenth clause - Disposals:** This Agreement is signed under the condition of "intuito personae" under which it is held because of the characteristics of PROCERT and user. Consequently, neither PROCERT, or the user may assign or delegate any rights or obligations arising under it, to third parties.

**Clause Sixteen - not imputable strange Cause:** PROCERT be relieved from liability for total or partial, permanent or temporary inadvertent breach of its obligations under this contract, when they are due to causes that can not be attributed to PROCERT, which was unforeseeable, unavoidable and whose occurrence implies an impossibility absolute for PROCERT to fulfill its obligations under this contract, either because the failure is due to: i) unforeseeable circumstances or force majeure, defined as those unpredictable and unavoidable events which prevent compliance with the obligation absolutely and they are totally independent of the behavior of PROCERT and can not be charged to the same;

ii) the fact of the third shall be understood as such those events caused by people completely independent PROCERT that prevent it fulfilling its obligations under this contract; iii) the fact of the prince, understood as any law or sub-legal issued by competent state bodies and affecting or regulate the activity of PROCERT and partially or absolutely impede the fulfillment of the obligations PROCERT low the present contract; iv) the loss of the thing due when the obligation is the delivery of a certain and specific thing and the loss is not attributable to PROCERT shall be understood as such when the responsibility of PROCERT perishes, disappears or becomes insufficient for the purposes of this contract or exceeds the trade as long as PROCERT not in default; v) the fault of the contracting service user when the cause has arisen after signing the purchase agreement electronic certificate, consulting, purchase of hardware or software, depending on the case and is attributable to the user

contractor. Hereinafter each of the above conditions will be individually referred to as foreign cause not attributable. If not attributable to PROCERT strange cause is present, it will notify users by explaining in detail the event and the extent to which it will affect the fulfillment of its obligations. During the period of the qualifying event as strange reasons not attributable, PROCERT seek to find alternative means to enable it to fulfill its obligations under this contract, and temper any effect or negative impact of non-imputable foreign cause on the provision of service or execution of the activity, as appropriate. At the conclusion of the qualifying event as strange reasons not attributable, PROCERT notify users and will continue to provide its services. The suspension of this contract under the circumstances referred to in this clause shall not be entitled to extend the period of performance of the contract or work, as applicable, for a period equivalent, except as expressly agreed between PROCERT and its users or customers. If the qualifying event as strange reasons not attributable not cease within thirty (30) calendar days following the date of receipt of the notification referred to in this clause, PROCERT with customers or users may mutually agree to terminate the contract or agree to renew them. The suspension of this contract under the circumstances referred to in this clause shall not be entitled to extend the period of performance of the contract or work, as applicable, for a period equivalent, except as expressly agreed between PROCERT and its users or customers. If the qualifying event as strange reasons not attributable not cease within thirty (30) calendar days following the date of receipt of the notification referred to in this clause, PROCERT with customers or users may mutually agree to terminate the contract or agree to renew them. The suspension of this contract under the circumstances referred to in this clause shall not be entitled to extend the period of performance of the contract or work, as applicable, for a period equivalent, except as expressly agreed between PROCERT and its users or customers. If the qualifying event as strange reasons not attributable not cease within thirty (30) calendar days following the date of receipt of the notification referred to in this clause, PROCERT with customers or users may mutually agree to terminate the contract or agree to renew them.

**Clause Seventeenth - Representation:** PROCERT only act and will be represented by persons legally authorized for this purpose in writing. Any agreement, contract, contract negotiation or intention to be legally recognized by PROCERT shall state in writing with the express mention of the document certifying the representation of PROCERT representative. This document shall consist authentically.

**Clause Eighteenth - Taxes:** Both PROCERT as the contracting user will be responsible for paying the taxes that apply to each, according to Venezuelan law. Should PROCERT it is legally obliged to act as withholding agent, will provide the user contracting the retained receipts and canceled in the Receiving Office of National Funds, if the case may be tax.

**Nineteenth clause - Notifications:** Any communication under this contract shall be made in writing and any notice to PROCERT be valid if delivered by hand or by mail certificate, indicating the representative's name and office address of PROCERT responsible for the administration of this Agreement , as follows:

**CERTIFIED PROVIDER (PROCERT) CA**

Final Avenida Libertador Multicentro Empresarial del Este, Torre Libertador, Core B, floor 13, Office B-132, Municipio Chacao, Caracas, Phone: (0212) 2674880/4904/1878. .In the same way, any notice to the user shall be deemed validly made if delivered by hand or by certified email at the email address indicated by the user at the time of contracting the service with PROCERT.

**Clause Twenty - Guarantees:** PROCERT claims to have constituted the guarantees required by law in favor of the Republic through the Superintendence of Electronic Certification Services (SUSCERTE) and by performance bond and insurance policy for signatory users of certification services electronics, which are the occurrence and enforceable limits on which respond PROCERT, upon the occurrence of a fact that is proven, is attributable to PROCERT and generate the execution of the bond or insurance policy as appropriate.

**Clause Twenty First - Totality of agreements:** This document and the contract acceptance of specific use certificate, containing all the agreements and contractual conditions that the parties assume and recognize the effects of regulating the transactions contemplated by these instruments, which leave no

any validity, any communication, letter of intent or agreement, whether oral or written, between the user and PROCERT, in relation to matters referred to above form. What is not included in the aforementioned contractual instruments it shall be governed by the law applicable to matters within the Bolivarian Republic of Venezuela. The contracting user declares that he has read and understands the contractual terms and conditions that precede and undertakes to comply with them assuming the consequences and corresponding legal responsibilities.