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Relying Party Agreement for User Authentication Certificates

WHETHER YOU ARE AN INDIVIDUAL OR ORGANIZATION, YOU ("RELYING PARTY") MUST READ THIS RELYING PARTY AGREEMENT FOR USER AUTHENTICATION CERTIFICATES ("AGREEMENT") EACH TIME BEFORE VALIDATING A DIGICERT-ISSUED USER AUTHENTICATION CERTIFICATE* ("DIGICERT CERTIFICATE"), USING DIGICERT'S ONLINE CERTIFICATE STATUS PROTOCOL (OCSP) SERVICES, ACCESSING OR USING A DIGICERT DATABASE OF CERTIFICATE REVOCATIONS OR RELYING ON ANY INFORMATION RELATED TO THE DIGICERT CERTIFICATE (COLLECTIVELY, "DIGICERT INFORMATION"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT SUBMIT A QUERY AND DO NOT DOWNLOAD, ACCESS, OR RELY ON ANY DIGICERT INFORMATION. IN CONSIDERATION OF YOUR AGREEMENT TO THESE TERMS, YOU ARE ENTITLED TO USE DIGICERT INFORMATION AS SET FORTH HEREIN. AS USED IN THIS AGREEMENT, "DIGICERT" MEANS DIGICERT, INC. OR ANY OF ITS SUBSIDIARIES.

*This is NOT the relying party agreement for SSL/TLS server certificates, located at https://www.digicert.com/rpa.

This Agreement becomes effective each time you submit a query to search for the status of a DigiCert Certificate, or rely on any DigiCert Information in the manner set forth in the preamble above. This Agreement shall be applicable for as long as you use and/or rely on such DigiCert Information.

A Certificate is an electronic credential that uses public key cryptography. Each holder of a Certificate has a public/ private key pair. The private key, which is held securely by the holder, is used for creating digital signatures and decrypting messages. The public key, which may be widely distributed, is used to enable others to verify digital signatures created by (and encrypt messages sent to) the holder of the private key. In order to rely on a public key, it is necessary that it be certified by an entity called a Certification Authority or CA. The CA binds a Subscriber's public key to his or her identity, certifies the public key and creates an electronic credential called the Certificate. For purposes of this Agreement, CA means DigiCert.

1. Definitions.

"Certificate Applicant" means an individual or organization that requests a Certificate from a Certification Authority.

"Registration Authority" or "RA" means an entity approved by a CA to assist Certificate Applicants in applying for, approving, rejecting, or revoking Certificates.

"Repository" means the collection of documents and certificate status information accessible from the CA's websites.

"Subscriber" means a person, organization, or entity who is the subject of and has been issued a Certificate, and is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the Certificate.

2. Informed Decision.

You acknowledge and agree that: (i) you have sufficient information to make an informed decision as to the extent to which you choose to rely on the information in a Certificate; (ii) your use or reliance of any DigiCert Information is governed by this Agreement and you shall bear the legal consequences of your failure to comply with the obligations contained herein. YOU ARE SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON THE INFORMATION IN A CERTIFICATE.

3. Your Obligations.

As a Relying Party, you must ensure that your reliance on any DigiCert Information is reasonable by: (i) assessing whether the use of a Certificate for any given purpose is appropriate under the circumstances; (ii) utilizing the appropriate software and/or hardware to perform digital signature verification or other cryptographic operations you wish to perform, as a condition of relying on a Certificate in connection with each such operation; and (iii) checking the status of a Certificate you wish to rely on, as well as the validity of all the Certificates in its chain.

4. Limitations on Use.

YOU ARE HEREBY NOTIFIED OF THE POSSIBILITY OF THEFT OR OTHER FORM OF COMPROMISE OF A PRIVATE KEY CORRESPONDING TO A PUBLIC KEY CONTAINED IN A CERTIFICATE, WHICH MAY OR MAY NOT BE DETECTED, AND OF THE POSSIBILITY OF USE OF A STOLEN OR COMPROMISED KEY TO FORGE A DIGITAL SIGNATURE. DigiCert Certificates are not designed, intended, or authorized for use as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage. DigiCert, its CAs and RAs are not responsible for assessing the appropriateness of the use of a Certificate.

5. Compromise of Security.

You shall not monitor, interfere with, or reverse engineer the technical implementation of the DigiCert systems or otherwise intentionally compromise the security of the DigiCert systems.

6. DigiCert Limited Warranties.

DigiCert warrants to Relying Parties who reasonably rely on a Certificate that (i) there are no material misrepresentations of fact in the Certificate originating from DigiCert; (ii) Certificates appearing in the Repository have been issued to the individual, organization or device named in the Certificate as the Subscriber; and (iii) DigiCert exercised reasonable care in issuing the Certificate in accordance with the applicable Certification Practice Statement ("CPS") published at https://www.digicert.com/CPS, https://www.websecurity.symantec.com/legal/repository or their respective successor URLs. The CPS is a document, revised from time to time, representing a statement of practices that a CA employs in issuing Certificates.

7.

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES CONTAINED IN SECTION 6, DIGICERT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, SATISFACTION OF CUSTOMER REQUIREMENTS,

NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN REPRESENTATIONS, WARRANTIES OR GUARANTEES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

8. Indemnity.

You agree to indemnify, defend and hold harmless DigiCert, any non-DigiCert CA or RA, and any of their respective directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorney's fees and expenses) arising from: (i) your failure to perform the obligations of a Relying Party in accordance with this Agreement; (ii) your reliance on a Certificate that is not reasonable under the circumstances; or (iii) your failure to check the status of a Certificate to determine if the Certificate is expired or revoked. DigiCert shall promptly notify you of any such claim, and you shall bear full responsibility for the defense of such claim (including any settlements); provided however, that:

(a) you keep DigiCert informed of, and consult with DigiCert in connection with the progress of such litigation or settlement; (b) you shall not have any right, without DigiCert's written consent, which consent shall not be unreasonably withheld, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing (whether in contract, tort, or otherwise) on the part of DigiCert, or requires any specific performance or nonpecuniary remedy by DigiCert; and (c) DigiCert shall have the right to participate in the defense of a claim with counsel of its choice at its own expense. The terms of this Section 8 will survive any termination of this Agreement.

9. Limitations of Liability.

THIS SECTION 9 APPLIES TO LIABILITY UNDER CONTRACT (INCLUDING BREACH OF WARRANTY), TORT (INCLUDING NEGLIGENCE AND/OR STRICT LIABILITY), AND ANY OTHER LEGAL OR EQUITABLE FORM OF CLAIM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, DIGICERT SHALL NOT BE LIABLE FOR (I) ANY LOSS OF PROFIT, BUSINESS, CONTRACTS, REVENUE OR ANTICIPATED SAVINGS, OR (II) ANY INDIRECT OR CONSEQUENTIAL LOSS. DIGICERT'S TOTAL LIABILITY FOR ALL DAMAGES SUSTAINED BY ALL RELYING PARTIES CONCERNING A SPECIFIC CERTIFICATE SHALL BE LIMITED, IN THE AGGREGATE, TO TEN DOLLARS ($10). THE LIABILITY LIMITATIONS PROVIDED IN THIS SECTION 9 SHALL BE THE SAME REGARDLESS OF THE NUMBER OF DIGITAL SIGNATURES, TRANSACTIONS, OR CLAIMS RELATED TO SUCH CERTIFICATE.

NOTWITHSTANDING THE FOREGOING, DIGICERT'S LIABILITY SHALL NOT BE LIMITED UNDER THIS SECTION 9 IN CASES OF PERSONAL INJURY OR DEATH ARISING FROM DIGICERT'S NEGLIGENCE OR TO ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY APPLICABLE LAW (INCLUDING MANDATORY LAWS OF ANY APPLICABLE JURISDICTION). TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN LIABILITY LIMITATIONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

10. Severability.

If any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

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11. Governing Law.

This Agreement and any disputes relating to the services provided hereunder shall be governed and interpreted according to each of the following laws, respectively, without regard to its conflicts of law provisions:

(a) the laws of the State of Utah, if you are located in North America or Latin America; or (b) the law of England, if you are located in Europe, Middle East or Africa; (c) the laws of Singapore, if you are located in Asia Pacific, other than Japan; or (d) the laws of Japan, if you are located in Japan. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

12. Dispute Resolution.

To the extent permitted by law, before you file suit or initiate an administrative claim with respect to a dispute involving any aspect of this Agreement, you shall notify DigiCert, and any other party to the dispute for the purpose of seeking business resolution. Both you and DigiCert shall make good faith efforts to resolve such dispute via business discussions. If the dispute is not resolved within sixty (60) days after the initial notice, then a party may proceed as permitted under applicable law as specified under this Agreement.

13. Non-Assignment.

Except as stated otherwise, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights herein, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at DigiCert's option.

14. Notices.

You will make all notices, demands or requests to DigiCert with respect to this Agreement in writing to the "Contact" address listed on the website from where you purchased your Certificate, with a copy to: General Counsel – Legal Department, DigiCert, Suite 500, 2801 N. Thanksgiving Way, Lehi, UT, USA 84043.

15. Entire Agreement.

This Agreement constitutes the entire understanding and agreement between DigiCert and you with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto.

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