Starfield Technologies, LLC
SSL Certificate Service Subscriber Agreement

This Starfield Technologies, LLC SSL Certificate Service Subscriber Agreement ("Agreement") is entered into by and between Starfield Technologies, LLC, a Delaware limited liability company or its resellers (collectively, "Starfield") and You, and is made effective as of the date You submit the Certificate Application to Starfield. This Agreement sets forth the terms and conditions of Your use of Starfield's SSL Certificate Services ("Certificate Services") and represents the entire agreement between You and Starfield concerning the subject matter hereof.

Your acceptance of this Agreement signifies that You have read, understand, acknowledge and agree to be bound by all the terms and conditions of this Agreement. The terms "we", "us" or "our" shall refer to Starfield. The terms "You" or "Your" shall refer to any Subscriber and any individual or entity who applies for and/or uses our Certificate Service on any Subscriber's behalf with the Subscriber's permission.

Our Certificate Services are governed by Starfield's Certification Practice Statement ("CPS"), which may be amended from time to time, and which is incorporated herein by this reference. The current version of the CPS may be found at http://certs.starfieldtech.com/repository

I. Definitions.

The following terms shall be defined in this Agreement as follows:

i. "ACME Client" means a software application that uses the ACME protocol to request, accept, use or manage Starfield Certificates.

ii. "Application Software Vendors" means a developer of software that displays or uses certificates and distributes root certificates.

iii. "CAs" or "Certification Authorities" are entities such as Starfield that are authorized to create, sign, distribute, and revoke certificates. They are also responsible for distributing certificate status information and providing a repository where certificates and certificate status information is stored.

iv. "Certificate(s)" means the Certificates issued by Starfield pursuant to this Agreement.

v. "Certificate Beneficiaries" means the Subscriber, the Relying Party and all Application Software Vendors with whom Starfield has entered into a contract for inclusion of its root certificate in software distributed by such Application Software Vendors.

vi. "Compromise" means a loss, theft, disclosure, modification, unauthorized use, or other breach of security related to a Private Key.

vii. "Confidential Information" means all information obtained as a result of the parties' entering into this Agreement, which includes but is not limited to, information related to Private Keys, Public Keys, personally identifying information, passwords, and information that is designated as or intended to be confidential.

viii. "Private Key" means a confidential encrypted electronic data file that interfaces with a Public Key using the same encryption algorithm, in order to verify Digital Signatures and encrypt files or messages.

ix. "Public Key" means an encrypted electronic data file that is publicly available for interfacing with a Private Key.

x. "RAs" or "Registration Authorities", are the Subordinate Certification Authorities that are under the

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control of Starfield.

xi. "Relying Party" means an individual or entity that acts in reliance on a Certificate or digital signature associated with a Certificate.

xii. "Reseller" means an individual or entity which has been given permission by Starfield to sell products to Subscribers.

xiii. "Subscriber" means the individual or entity that has been issued a Certificate and is authorized to use the Private Key that corresponds to the Public Key in the Certificate.

xiv. "Starfield CPS" means the Starfield Certificate Practice Statement, which defines and describes how the Starfield PKI and its Certificates work.

xv. "Starfield PKI" means the Starfield Public Key Infrastructure that provides Certificates for individuals and entities.

xvi. "Starfield PKI Site Seal" means a graphic image that a web site displays to show that transactions on that web site are secured by the Certificate Service.

II. The Certificate Service and Your Obligations as a Subscriber.

Upon receipt of Your Certificate Application and payment, Starfield will initiate the necessary authentication procedures to validate Your application. Starfield will verify information provided as part of Your Certificate request prior to issuing the Certificate. Starfield will re-verify this information every two (2) years during the validity period of the Certificate. Once this has been completed, Starfield shall provide You with the Certificate Service for each Certificate issued as described in this Agreement and in the Starfield CPS. For the benefit of Starfield and the Certificate Beneficiaries, You shall:

(a) generate one or more asymmetric key pairs;

(b) submit Public Keys and credentials for registration;

(c) when using the ACME Client, Your key pair will be generated by You or Your ACME Client account on Your system;

(d) take all reasonable measures necessary to maintain sole control of, keep confidential, and properly protect at all times your Private Key that corresponds to the Public Key to be included in the requested Certificate(s) (and any associated activation data or device – e.g. password or token);

(e) provide accurate and complete information at all times to Starfield, both in the Certificate Application and as otherwise requested by Starfield in connection with the issuance of the Certificate(s);

(f) The contents of Your Certificate(s) will be based on the information You or Your ACME Client sends to Starfield. If Starfield accepts Your request for a Certificate, Starfield will create Your Certificate and it will be provided to You through the ACME protocol. If Starfield is unable to confirm your identity or authorization, Your request may be denied.

(g) use the Starfield PKI Site Seal only if you are in compliance with this Agreement and the Starfield CPS and are using a Starfield Certificate to secure the application or site on which the seal is displayed;

(h) promptly cease using the Certificate and promptly request Starfield to revoke the Certificate in the event that any information in the Certificate is or becomes incorrect or inaccurate;

(i) promptly cease using the Certificate and its associated Private Key and promptly request Starfield to revoke the Certificate in the event that there is any actual or suspected misuse or Compromise of the Subscriber's Private Key associated with the Public Key included in the Certificate;

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(j) use your key pair(s) in compliance with the CPS;

(k) review and verify the Certificate contents for accuracy, and not install or use the Certificate until the accuracy of the data in each has been reviewed and verified;

(l) install the Certificate only on servers that are accessible at the domain name(s) listed in the Certificate, and use the Certificate solely in compliance with all applicable laws, and solely in accordance with this Agreement;

(m) promptly cease all use of the Private Key corresponding to the Public Key included in the Certificate upon revocation of that Certificate for any reason, including Key Compromise; and

(n) respond to Starfield's instructions concerning Key Compromise or Certificate misuse within twenty-four (24) hours.

III. Use Restrictions.

You are prohibited from:

(a) using the Certificate Service on behalf of any other entity;

(b) reselling or attempting to resell Your Certificate without the prior written consent of Starfield;

(c) performing Public or Private Key operations in connection with any domain name and/or entity other than those submitted by You when You applied for the Certificate;

(d) importing, exporting, or re-exporting directly or indirectly, any commodity, including Your Certificate, to any country in violation of the laws and regulations of any applicable jurisdiction;

(e) using the Certificate Service to transmit, receive, view or use information which may be associated with spam or morally objectionable activities. Morally objectionable activities include, but are not limited to, activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United States and/or foreign territories in which You conduct business; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; and activities designed to harm minors in any way; or

(f) copying or decompiling (except where such decompilation is permitted by Section 50B of the Copyright, Designs, and Patent Act of 1988), enhancing, adapting, or modifying a Certificate(s), Private Key(s) or Public Key(s).

IV. Starfield Representations and Warranties.

Starfield represents and warrants that, to the best of its knowledge:

(a) it is providing the Certificate Service with reasonable skill and care;

(b) it has taken reasonable care not to introduce informational errors in Your Certificate information when creating Your Certificate;

(c) there are no material misrepresentations of fact in the Certificate known to or originating from the entities approving the Certificate Application or issuing the Certificate; and

(d) the Certificate, revocation services, and Starfield's use of a repository comply in all material respects with the Starfield CPS.

V. Subscriber Warranties and Representations.

You warrant and represent that:

(a) no unauthorized users have had access to Your Private Key;

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(b) the information You put in the Subscriber Certificate is true, accurate and complete;

(c) You are either the registered holder of the domain name(s) that are the subject of the Certificate application or have been granted the right to use the domain names(s) that are the subject of the Certificate application by the registered holder of the domain name(s);

(d) the Certificate and PKI Site Seal are being used lawfully and with authorization;

(e) You are using the Certificate in a Subscriber capacity, not as a Certificate Authority;

(f) You disclaim any fiduciary duty relationship between Starfield or any non-Starfield Certification Authorities and You; and

(g) You are not using the Certificate Service in any way that infringes upon the rights of third parties.

(h) when using the ACME Client, You are agreeing to these terms in the first use, however the agreement is also valid for every subsequent certificate request that is made using the account configured by Your ACME client.

VI. Revocation.

Starfield reserves the right to immediately revoke your Certificate if (i) you fail to perform any of the material obligations under this Agreement, the CPS, or the Baseline Requirements (to the extent those are applicable to you); (ii) violate any terms of this Agreement or the CPS; (iii) You do not immediately notify Starfield if You or the entity that You have signed up on the Subscriber Application changes its name or domain name; (iv) You do not immediately notify Starfield and any affected individuals if You discover or suspect that there has been a breach of your Private Key or the security protecting the Private Key; (v) You fail to pay any invoice from Starfield upon receipt; (vi) You compromise the security or integrity of the Starfield PKI; (vii) You improperly use or misrepresent the Starfield PKI Site Seal; (viii) at the time of re-verification, any of the information contributing to the issuance of the Certificate is no longer correct; (ix) There is a demonstrated or proven method to easily compute Your Private Key based on the Public Key in the Certificate; or (x) There is a demonstrated or proven method that exposes Your Private Key to compromise or is there is clear evidence that the specific method used to generate the Private Key was flawed. If Starfield revokes your Certificate without notice to you, you shall pay any charges due but not yet paid under this Agreement. If You wish to revoke Your Certificate, revocation requests may be submitted via an online certificate revocation request page; (xi) You may make a revocation request to Starfield using Your ACME Client. In the event of a compromise, You should also notify anyone who may have relied upon Your use of Your Certificate that Your encrypted communications may have been subject to compromise; (xii) You fail to renew your active subscription for access to the Certificate or activate your Certificate during an active subscription period; upon expiration of your subscription to the Certificate, you will no longer have access to activate the Certificate.

VII. Private Key Compromise.

You agree that if there is a breach of your Private Key, that You will be solely responsible for any loss or damages related to the breach.

VIII. Fees.

In consideration for the Certificate Service purchased by You and provided to You by Starfield, You agree to pay Starfield or its Reseller at the time service is provided. Payment is to be made by You by providing either a valid credit card, an online check, or using a cash reserve for charge by Starfield or its Reseller (collectively, the "Payment Method"). If for any reason Starfield or its Reseller is unable to charge Your Payment Method for the full amount owed Starfield for the Certificate Service, or if Starfield or its Reseller is charged a penalty for any fee it previously charged to your

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Payment Method, You agree that Starfield and its Resellers may pursue all available remedies in order to obtain payment. You agree that among the remedies Starfield and its Resellers may pursue in order to effect payment, shall include but will not be limited to, immediate revocation without notice to You of your Certificate Service. Starfield reserves the right to charge a reasonable service fee for administrative tasks outside the scope of its regular services or necessary to continue providing a high quality level of service. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, and disputes that require legal services. These charges will be billed to the Payment Method we have on file for You. You may change your Payment Method at any time by logging into your account. If You elect the automatic renewal option, Starfield or its Reseller will automatically renew, for a period equivalent to the length of your original Certificate Service, any Certificate that is up for renewal and will take payment from the Payment Method You have on file with Starfield or its Reseller, at current rates. If you renew your Certificate prior to expiration date, any time remaining on the current Certificate will be forfeited if adding that time to the renewed certificate will result in a certificate that exceeds the maximum validity period of a subscriber certificate as defined in the CP/CPS.

IX. Term and Termination.

This Agreement shall begin on the date You submit the Certificate Application to Starfield and its terms and conditions shall continue to be binding through the duration of Certificate Service, and any renewal thereof. This Agreement shall terminate only upon revocation or expiration of each and every Certificate issued to you. Either party may revoke a Certificate for convenience by providing ten (10) business day's written notice to the other party, in addition to Starfield's revocation rights set forth in Section VI (Revocation).

X. Intellectual Property Rights.

Starfield's Certificates, Public Keys, and Private Keys are proprietary to Starfield, and title to them remains with Starfield. All applicable common law and statutory rights in the product and updates of them, including, but not limited to, service marks, patents, and copyrights, shall be and will remain the property of Starfield. You shall have no right, title, or interest in such proprietary rights other than that provided for in this Agreement. Starfield grants You a revocable, non-exclusive, non-transferable license to use its Certificates associated with its Certificate Service, which includes the Public and Private Keys and any generated Digital Signatures. Starfield retains all rights it has in any trademark, service mark, trade name, or other identifying trade symbols that it owns. You agree not to use the Starfield name or logo in any way without Starfield's prior written approval. You are prohibited from using names in your Certificate Application(s) that infringe upon others' Intellectual Property Rights.

XI. Confidentiality.

Confidential Information shall only be used for the purposes necessary under this Agreement. You agree that any person who You disclose information to must comply with the requirements of this section. Notwithstanding the previous provisions of this clause, either party may disclose Confidential Information in accordance with applicable laws and regulations or a judicial or other governmental order. This section shall survive past the termination of this Agreement for five years.

XII. Disclaimers of Warranties.

STARFIELD, ITS CAS, ITS RESELLERS, CO-MARKETERS, SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, AND EMPLOYEES MAKE NO REPRESENTATIONS AND EXPRESSLY DISCLAIM ALL WARRANTIES

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OF ANY KIND UNLESS STATED OTHERWISE WITHIN THE STARFIELD PKI AGREEMENTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY TITLE, AND ALSO INCLUDING WARRANTIES THAT ARE STATUTORY OR BY USAGE OF TRADE. STARFIELD MAKES NO WARRANTY THAT ITS SERVICE(S) WILL MEET ANY EXPECTATIONS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. STARFIELD DOES NOT WARRANT, NOR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR

RESULTS OF, ANY OF THE SERVICES WE PROVIDE, IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

XIII. Indemnity.

You shall indemnify and hold harmless Starfield, any non-Starfield Certificate Authorities associated with Starfield PKI, and Starfield's contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from and against any claims, liabilities, damages, costs and expenses, including reasonable attorney's fees, court costs, and experts fees, of third parties relating to or arising out of or relating to any use or reliance by a Relying Party on any Starfield Certificate or any service provided in respect to Starfield Certificates, including (i) any misrepresentations, omissions or false statements by you on the Certificate Application, (ii) any unauthorized use or modification of a Starfield Certificate, (iii) failure to take proper measure to assure the security of a Starfield Certificate, and (iv) violations of intellectual property. You agree to notify Starfield of any such claim promptly in writing and to allow Starfield to control the proceedings. You agree to cooperate fully with Starfield during such proceedings. You shall defend and settle at Your sole expense all proceedings arising out of the foregoing.

XIV. Limitation of Liability.

STARFIELD SHALL NOT BE LIABLE FOR ANY LOSS OF CERTIFICATE SERVICES UNLESS DUE TO A FAILURE OR BREACH OF THE CERTIFICATE ENCRYPTION.

THE TOTAL CUMULATIVE LIABILITY OF STARFIELD, ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITY OPERATING UNDER A STARFIELD CA, ANY RESELLERS, OR CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING TO ANY APPLICANT, SUBSCRIBER, RELYING PARTY OR ANY OTHER PERSON, ENTITY, OR ORGANIZATION ARISING OUT OF OR RELATING TO ANY STARFIELD CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO STARFIELD CERTIFICATES, INCLUDING ANY USE OR RELIANCE ON ANY STARFIELD CERTIFICATE, SHALL NOT EXCEED (A) $0.00 USD FOR EACH BASIC ASSURANCE CERTIFICATE ("BASIC ASSURANCE CUMULATIVE DAMAGE LIMIT"); (B) $10,000.00 USD FOR EACH MEDIUM ASSURANCE CERTIFICATE ("MEDIUM ASSURANCE CUMULATIVE DAMAGE LIMIT"); (C) $25,000.00 USD FOR EACH HIGH ASSURANCE CERTIFICATE ("HIGH ASSURANCE CUMULATIVE DAMAGE LIMIT"); OR (D) $50,000.00 USD FOR EACH EXTENDED VALIDATION CERTIFICATE ("EXTENDED VALIDATION CUMULATIVE DAMAGE LIMIT") (COLLECTIVELY, "CUMULATIVE DAMAGE LIMITS"). THESE CUMULATIVE DAMAGE LIMITS SHALL APPLY PER STARFIELD CERTIFICATE REGARDLESS OF THE NUMBER OF TRANSACTIONS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO SUCH STARFIELD CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO SUCH STARFIELD CERTIFICATE. THE FOREGOING LIMITATIONS SHALL APPLY TO ANY LIABILITY WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING

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NEGLIGENCE), LEGISLATION OR ANY OTHER THEORY OF LIABILITY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, STATUTORY, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, RELIANCE, OR INCIDENTAL DAMAGES.

XV. Modifications.

You agree that Starfield may modify this Agreement, the Certificate specifications and the terms of the Certificate Service from time to time, including, but not limited to, limiting the lifetime or modifying the functions of the Certificates as required by any law, regulation or industry standard. Any such revisions shall be binding and effective immediately upon posting the revised Agreement on the Starfield website. By continuing to use Starfield's Certificate Service after there has been a revision to this Agreement or the Service, you agree to be bound by such revision.

XVI. Force Majeure.

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

XVII. Severability and Entire Agreement.

You agree that the terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, that part of the agreement will be interpreted in accordance with applicable law as closely as possible, in line with the original intention of both parties of the Agreement. The remaining terms and conditions of the agreement will remain in full force and effect.

You agree that this Agreement including the policies it refers to (i.e. the CPS, etc.) constitute the complete and only agreement between You and Starfield regarding the Certificate Service contemplated herein.

XVIII. Venue; Waiver of Trial by Jury.

THIS AGREEMENT SHALL BE DEEMED ENTERED INTO IN THE STATE OF ARIZONA, REGARDLESS OF CONTRACT OR OTHER CHOICE OF LAW PROVISIONS. THE LAWS AND JUDICIAL DECISIONS OF MARICOPA COUNTY, ARIZONA, SHALL BE USED TO DETERMINE THE VALIDITY, CONSTRUCTION, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT. YOU AGREE THAT ANY ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT, SHALL BE BROUGHT IN THE COURTS OF MARICOPA COUNTY, ARIZONA. ANY APPLICABLE NATIONAL, STATE, LOCAL AND FOREIGN LAWS, RULES, REGULATIONS, ORDINANCES, DECREES, AND ORDERS INCLUDING, BUT NOT LIMITED TO, RESTRICTIONS ON

EXPORTING OR IMPORTING SOFTWARE, HARDWARE, OR TECHNICAL INFORMATION SHALL APPLY TO THIS AGREEMENT. YOU AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING THAT TAKES PLACE RELATING TO OR ARISING OUT OF THIS AGREEMENT.

XIX. Assignment.

You shall not assign or otherwise transfer the this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger,

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consolidation or reorganization, unless the assignee expressly assumes all rights, duties, liabilities and obligations of this Agreement.

XX. Waiver.

The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

XXI. Survival.

Any section of this Agreement capable of surviving termination shall survive.

XXII. Notices.

Any notice, demand, or request pertaining to this Agreement or related agreements, such as the CPS, shall be communicated either using email or in writing. Electronic communications shall be effective when received by the intended recipient, and written communications shall be effective five days after mailing or upon receipt, whichever is sooner. Notices concerning breach will be sent either to the email address You have on file with Starfield or mailed first class postage to the postal address You have on file with Starfield. Notices from You to Starfield shall be made either by email, sent to the address we provide on our web site, or first class mail to our address at:

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