

MICROSOFT PKI SERVICES RELYING PARTY AGREEMENT

You must read and consent to this Relying Party Agreement (“Agreement”) before accessing, using, or relying on any Microsoft PKI digital certificates or related certificate services or information that Microsoft Corporation (“Microsoft”) provides, including accessing or using any public key infrastructure or online database of certificate information provided by or on behalf of Microsoft PKI Services (all of the foregoing, together with any and all information, content, materials, products (including software, if any) or other services included on or otherwise made available to you through such public key infrastructure or other certificate services, and all of Microsoft’s hardware, software, networking, and communications infrastructure used to provide such services, the “Microsoft PKI”).

If you do not agree to the terms of this Agreement, do not submit a query to, and do not download, access, use, or rely on any aspect of, the Microsoft PKI. By submitting any query to, or otherwise by downloading, accessing, using, or relying on any aspect of, the Microsoft PKI, you are deemed to have accepted all terms of this Agreement (which form a binding legal contract between the individual engaged in the foregoing acts, and such person’s employer or other principal if acting on behalf of that third party (such individual and any such entities, collectively, “you” or “your) and Microsoft). In consideration of your agreement to these terms, you are entitled to use the Microsoft PKI as set forth in this Agreement.

1. **DEFINITIONS.** The definitions contained in the Microsoft PKI Services Certification Practice Statement (“CPS”) Definitions (available in the Repository located at <https://www.microsoft.com/pkiops/docs/repository.htm>) shall apply to this Agreement.
2. **INFORMED CONSENT.** You represent and warrant:
 - (a) You have sufficient information to make an informed choice regarding the extent to which you elect to rely on the Microsoft PKI or any Certificates or other information in or provided through it;
 - (b) your use of or reliance on the Microsoft PKI and all Certificates and other information provided in or through it is governed by this Agreement;
 - (c) you will be liable to Microsoft if you breach this Agreement;
 - (d) you are solely responsible and liable for deciding whether or not to rely on a Certificate or any other information provided in or through the Microsoft PKI;
 - (e) if you are entering into this Agreement on behalf of a Legal Entity, you have all right, power, and authority necessary to do so; and
 - (f) you have read and understood the Microsoft PKI Services Certification Practice Statement (“CPS”).
3. **YOUR OBLIGATIONS.** As a Relying Party, you must not rely on the Microsoft PKI or any Certificates or other information in or provided through it unless you have personally verified that doing so is reasonable, including by:
 - (a) verifying the validity, suspension or revocation of the Certificate, and the validity of all Certificates in the applicable Certificate’s chain, using appropriate technology and current revocation status information and taking into consideration the delays in the dissemination of Certificate status information (available in the repository);
 - (b) taking account of any limitations on the usage and financial reliance limits of the Certificate indicated in the CPS;
 - (c) assessing whether use of a Certificate for a given purpose is appropriate under the circumstances;
 - (d) securely obtaining the Microsoft PKI Services CA Certificate and any other Certificates within the corresponding Certificate chain (available in the repository); and

- (e) only relying on digital signatures and Certificates when such reliance is deemed reasonable. In considering the reasonableness of reliance, the aspects to be considered shall include whether:
- (f) the digital signature was created during the validity period of the Certificate;
- (g) the digital signature can be verified successfully;
- (h) all public key hashes (thumbprints) on Certificates within the corresponding Certificate chain are verified successfully;
- (i) the Certificates in the Certificate chain have not expired;
- (j) the Certificate and Certificate chain are successfully validated;
- (k) there are no additional circumstances that may affect the reliability of the digital signature, Certificate, Certificate chain or Certificate revocation list.

You will not, and have no right to, rely on any Certificate without at least complying with the foregoing clauses (a) – (e). Microsoft PKI Services, its suppliers, and any RAs are not responsible for assessing the appropriateness of the use of the Microsoft PKI or any Certificates or other information in or provided through it.

4. **YOUR REPRESENTATIONS AND WARRANTIES**

- (a) You represent and warrant that:
 - (i) you have read, understand and agree to the CPS;
 - (ii) you have verified both the Microsoft Certificate and any other Certificates in the Certificate chain are valid, unexpired, and non-revoked using the relevant CRL or OCSP;
 - (iii) you will not use a Certificate if the Certificate is not valid, has expired or has been revoked;
 - (iv) 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;
 - (v) you have studied the applicable limitations on the usage of Certificates and agree to Microsoft's limitations on liability related to the use of Certificates;
 - (vi) you are solely responsible for deciding whether or not to rely on information in a Certificate; and
 - (vii) you are solely responsible for the legal and other consequences of your failure to perform the Relying Party obligations in this Agreement and the CPS.
- (b) You also represent and warrant that you will take all reasonable steps to minimize the risk associated with relying on a digital signature, including only relying on a Certificate after considering:
 - (i) Applicable law and the legal requirements for identification of a party, protection of the confidentiality or privacy of information, and enforceability of the transaction;
 - (ii) the intended use of the Certificate as listed in the Certificate or the CPS;
 - (iii) the data listed in the Certificate;
 - (iv) the economic value of the transaction or communication;
 - (v) the potential loss or damage that would be caused by an erroneous identification or a loss of confidentiality or privacy of information in the application, transaction, or communication;
 - (vi) your previous course of dealing with the Subscriber;
 - (vii) your understanding of trade, including experience with computer-based methods of trade; and
 - (viii) any other indicia of reliability or unreliability pertaining to the Subscriber and/or the application, communication, or transaction.

5. **LIMITATIONS.** You will not, and have no right to, use, or provide access to, any Certificate for use in connection with any nuclear facilities, aircraft navigation, aircraft communications, flight control systems, air traffic control, mass transit, medical equipment (FDA class 2 or 3, or equivalent), weapons systems, or in any other applications in which the failure or compromise of any aspect of the Microsoft PKI, or any Certificates

or other information in or provided through it, could lead to death, personal injury, or severe physical or environmental damage. You also will not use any Certificates as proof of identity or as support of non-repudiation of identity or authority.

6. **SECURITY.** You will not, and have no right to, monitor, interfere with, or reverse engineer the Microsoft PKI, or any Certificates or other information in or provided through it, or otherwise intentionally compromise the security of the Microsoft PKI (except to the extent expressly permitted by applicable law despite this limitation or otherwise on Microsoft's express, prior, written approval in each case).
7. **PRIVACY.** Please review Microsoft's Privacy Policy located at <https://privacy.microsoft.com/en-us/privacystatement>, which also governs your use of the Microsoft PKI, to understand Microsoft's privacy practices related to the Microsoft PKI.
8. **PROPRIETARY RIGHTS.** As between the parties, the Microsoft PKI, and all content in it or provided through it (e.g., Certificates, text, graphics, images, audio, software, and other technology and information of any kind), and all intellectual property and other proprietary rights in the Microsoft PKI and such content, is owned solely by Microsoft or its suppliers or licensors and is protected by U.S. and international intellectual property laws and other laws.
9. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**
 - (a) **Private Key Notification.** Your use of the Microsoft PKI is at your sole risk. It is possible that a private key corresponding to a public key contained in a Certificate can be stolen or otherwise compromised, and such theft or compromise may not be immediately detected. It is also possible to use a stolen or compromised key to forge a digital signature. 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. Although Microsoft makes efforts to prevent such theft or compromise, Microsoft and its affiliates are not warranting that the Microsoft PKI will be free from theft or compromise.
 - (b) **Disclaimer of other Warranties.** Except as specifically set forth herein, Microsoft PKI is provided by Microsoft on an "as is" and "as available" basis and Microsoft expressly disclaims all other warranties whether express or implied and at law or in equity. Microsoft expressly disclaims the warranties of merchantability, fitness for a particular purpose, and non-infringement. This disclaimer is effective to the maximum amount allowed under any applicable law. Microsoft and its affiliates do not warrant that the Microsoft PKI is free of viruses or other harmful components.
 - (c) **Limitation of Liability.** MICROSOFT SHALL NOT BE LIABLE FOR ANY LOSS OF CERTIFICATE SERVICES DUE TO (i) WAR, NATURAL DISASTERS OR OTHER UNCONTROLLABLE FORCES; (ii) AN INTERRUPTION THAT OCCURS BETWEEN THE TIME A CERTIFICATE IS REVOKED AND THE NEXT SCHEDULED ISSUANCE OF A CERTIFICATE, (iii) ARISING FROM THE NEGLIGENT OR FRAUDULENT USE OF CERTIFICATES ISSUED BY MICROSOFT, INCLUDING BUT NOT LIMITED TO A THIRD PARTY'S IMPROPER USAGE OF THE CERTIFICATES ON A DOMAIN NAME OR WEB SITE NOT REGISTERED TO THEM (iv) DISCLOSURE OF PERSONAL INFORMATION CONTAINED WITHIN CERTIFICATES, (v) FAILURE BY A SUBSCRIBER TO GENERATE OR MAINTAIN A SECURE AND CRYPTOGRAPHICALLY SOUND KEY PAIR, OR (vi) IF SUCH PRIVATE KEY IS COMPROMISED MICROSOFT SHALL NOT BE LIABLE FOR THE ACTIONS OF ANY WEB SITE DISPLAYING THE MICROSOFT PKI SITE SEAL. MICROSOFT SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MIGHT OCCUR UNDER THIS AGREEMENT OR THROUGH THE USE OF A CERTIFICATE, INCLUDING ANY DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA. THIS LIMITATION SHALL APPLY EVEN IF MICROSOFT IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. MICROSOFT DOES NOT GUARANTEE THAT THE CERTIFICATES, ITS

SERVICE, OR ITS REPOSITORY INFORMATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT ACCESS TO ITS REPOSITORY OR CERTIFICATES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. MICROSOFT SHALL NOT BE LIABLE TO YOU FOR ANY LOSS SUFFERED DUE TO THE SUBSCRIBER'S BREACH OF THE SUBSCRIBER AGREEMENT. MICROSOFT AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY NON-DIRECT DAMAGES OF ANY KIND ARISING FROM THE USE OF THE MICROSOFT PKI, OR ANY PART OF IT, INCLUDING INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. MICROSOFT AND ITS AFFILIATES' MAXIMUM, AGGREGATE LIABILITY FOR ANY DAMAGES OF ANY KIND OR NATURE ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED ONE HUNDRED U.S. DOLLARS (US\$100); PROVIDED HOWEVER THAT ONLY FOR EV CERTIFICATES, IF MICROSOFT FAILS TO ISSUE THE EV CERTIFICATE IN MATERIAL COMPLIANCE WITH THE EV GUIDELINES, THEN MICROSOFT'S LIABILITY FOR LEGALLY RECOGNIZED AND PROVEN CLAIMS SHALL BE LIMITED TO TWO THOUSAND U.S. DOLLARS (US\$2000) PER RELYING PARTY PER EV CERTIFICATE. CERTAIN U.S. STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

(d) **Terms of limitation.** The limited warranty and limited liability set forth in this section are fundamental terms of the Agreement and are fair and reasonable having regard to the relationship between the parties.

10. **INDEMNITY.** You will defend, indemnify, and hold harmless Microsoft, its affiliates, their directors, officers, employees, agents, successors, assigns, and any third-party Certificate Authority or RA providing services to Microsoft or any of its affiliates in relation to this Agreement (collectively, "Microsoft Indemnified Parties") from and against any and all Claims. "Claim" means any demand, suit, or other action made or brought by an unaffiliated third party (including costs, losses, damages, and expenses (including reasonable attorneys' fees) related to such third-party claim) to the extent arising from your: (a) failure to perform the obligations of a Relying Party under this Agreement; (b) reliance on the Microsoft PKI or any constituent elements of it, including any Certificate, that is not reasonable under the circumstances; or (c) failure to check a Certificate's status before relying on it. Microsoft will notify you in writing of the Claim and permit you, using mutually-agreed counsel, to answer and defend the Claim (although Microsoft's failure to notify you will not relieve you of any liability under this Section 10, except to the extent such failure materially prejudices your ability to defend such Claims). Microsoft will, on your reasonable request and at your expense, also provide you with reasonable assistance in defending the Claim. You will not stipulate, admit, or acknowledge any fault or liability on any Microsoft Indemnified Party's part without Microsoft's express, prior, written consent. Microsoft may participate in the defense of Claims at its own expense and with counsel of its own choosing. If at any time Microsoft reasonably determines that any Claim might adversely affect any Microsoft Indemnified Party, then without limiting your indemnification obligations, Microsoft may take control of the defense of the Claim.
11. **TERM.** The term of this Agreement begins when you have accepted its terms as provided in the preamble above. Either party may terminate this Agreement at any time, for any reason or no reason, effective on notice to the other party. On termination of this Agreement for any reason, you will immediately cease use of the Microsoft PKI.
12. **APPLICABLE LAW.** The laws of the State of Washington, USA govern this Agreement. If federal jurisdiction exists, Subscriber and Microsoft each consent to exclusive jurisdiction and venue in the federal courts in King County, Washington, USA. If not, Subscriber and Microsoft each consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington, USA.

13. **MODIFICATION.** Microsoft reserves the right to make changes to this Agreement at any time effective by posting the updated terms to the Repository, solely with prospective effect. By continuing to access or use the Microsoft PKI, or any of it, after such posting of updated terms, you are deemed to have agreed to such updated Agreement terms.
14. **ASSIGNMENT.** You may not assign this Agreement, or any rights or duties under it, directly or indirectly (e.g., by merger, consolidation, other corporate reorganization, or a transfer or sale of a controlling interest), by operation of contract, law, or otherwise, except with Microsoft's express, prior, written consent. Any attempted assignment that violates this Section 14 is a material breach and is void. This Agreement will bind and benefit the parties' successors and permitted assigns.
15. **FORCE MAJEURE.** Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes with its or its affiliates' employees, industrial disturbances, electrical or power outage, utilities or telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
16. **NO WAIVER.** A party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.
17. **REMEDIES.** Except as otherwise set forth in this Agreement, all rights and remedies specified under this Agreement are in addition to any other remedies that may be available at law or in equity.
18. **SEVERABILITY AND INTERPRETATION.** If a court of competent jurisdiction finds any part of the Agreement unenforceable, the Agreement will be deemed modified as necessary to make it enforceable, and the rest of the Agreement will be fully enforced to affect the parties' intent. This Agreement will be interpreted according to its plain meaning without presuming it should favor either party. Unless stated or context requires otherwise: (a) lists of examples following "e.g.", "including", "for example", or the like are interpreted to include "without limitation," unless qualified by words such as "only" or "solely"; (b) any monetary amounts are expressed and, if applicable, payable, in U.S. dollars; and (c) URLs are understood to also refer to successors, localizations, and information or resources linked from within websites at the specified URLs. The section headings of this Agreement are for convenience only and have no interpretive value.
19. **ENTIRE AGREEMENT; ENGLISH LANGUAGE.** This Agreement incorporates the CPS and the Privacy Policy and constitutes the entire understanding and agreement between Microsoft and you with respect to the transactions contemplated herein and the subject matter, hereof, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between Microsoft and you concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein and neither party shall have any liability in relation to any representation or other assurance not expressly set forth herein, unless it was made fraudulently. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.