MICROSOFT PKI SERVICES CERTIFICATE SUBSCRIBER AGREEMENT

PLEASE READ THIS CERTIFICATE SUBSCRIBER AGREEMENT ("AGREEMENT") CAREFULLY BEFORE APPLYING FOR, ACCEPTING, OR USING THE INITIAL OR RENEWED MICROSOFT PKI SERVICES CERTIFICATE ISSUED TO YOU. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE CERTIFICATE. BY ACCEPTING OR USING A CERTIFICATE, YOU AGREE TO BECOME PARTY TO, AND BE BOUND BY, THESE TERMS.

In addition to this Agreement, please ensure you have read and understand the Microsoft Certificate Policy and the Certification Practice Statement applicable to your certificate(s), all of which are available at https://www.microsoft.com/pkiops/docs/repository.htm, because they also apply to your use of Microsoft PKI Services-issued digital certificates.

The terms and conditions set out in this Agreement govern the relationship between Microsoft Corporation ("Microsoft") and the party receiving the Digital Certificate ("you", "You", or "Subscriber"). If the Certificate Authority ("CA") accepts your Certificate Application, then this Agreement binds you, the Subscriber of the Certificate, and the Certificate Authority into a legal-binding contract governing your use of the Certificate. If you have questions about this Agreement, please contact centralpki@microsoft.com.

1. **TERM**. This Agreement shall remain in effect until your Certificate has expired or is earlier revoked.

2. **DEFINITIONS**. The definitions contained in the Microsoft PKI Services Certification Practice Statement ("CPS") Definitions section 1.6 (available in the Repository located at https://www.microsoft.com/pkiops/docs/repository.htm) shall apply to this Agreement.

3. **USE AND RESTRICTIONS**. You agree to:

   (a) abide by the terms of this Agreement, the applicable CPS, and associated policies that are published in the Repository;

   (b) not deploy the Certificate for use in control equipment in circumstances requiring fail-safe performance or where failure could lead directly to death, personal injury or severe environmental damage, such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems or as control equipment for hazardous uses;

   (c) protect the access to a private key and any credentials that allow for use of it;

   (d) not monitor, interfere with, or reverse engineer the technical implementation of the systems;

   (e) only use an issued Certificate for its authorized and legal purposes, consistent with this Agreement; and

   (f) be an end-user Subscriber and not a CA, and therefore not use the private key corresponding to any public key listed in the Certificate for purposes of digitally signing any Certificate (or any other format of a certificate public key) or CRL, as a CA or otherwise.

4. **REPORTING OBLIGATIONS**. If you discover or have reason to believe there has been a compromise of your private key, or the information within your Certificate is or has become incorrect or inaccurate, or if your organization name and/or domain name registration as changed, you must immediately cease using the Certificate and its associated private key, and you must promptly contact Microsoft to request revoking the Certificate by sending an email to centralpki@microsoft.com. If we discover or have reason to believe that there has been a compromise of the private key or misuse of a Certificate issued hereunder, we may provide you with notice of such suspected compromise or misuse and you, following receipt of such notice, must respond to our instructions within the time specified by us.

5. **REVOCATION OR EXPIRATION**. Microsoft retains the right to revoke your Certificate at any time without notice if: (i) Microsoft discovers information within your Certificate is no longer valid; (ii) you violate or fail to perform your obligations under the terms of this Agreement or any license agreement applicable to the Certificate, including non-payment of fees payable by you in connection with such Certificate; (iii) Microsoft determines in its sole discretion that the continued use of your Certificate may compromise the security or integrity of the PKI or may infringe upon a third party's intellectual property rights; or (iv) for any other reason identified in the CPS. Upon expiration or notice of revocation of your Certificate you must promptly remove your Certificate from all devices on which it is installed and not use the Certificate for any purpose thereafter.

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). If you are using a Certificate on more than one physical server or device at a time, you acknowledge and agree that such use can result in increased security risks to your network and we expressly disclaim any liability for breaches of security that result from the distribution of a single key across multiple devices.

7. **PRIVACY**. Your privacy is important to us. Please read the Microsoft Privacy Statement (the "**Privacy Statement**") located at https://privacy.microsoft.com/en-us/privacystatement, as it describes the types of data we collect from you and your devices ("**Data**") and how we use your Data. By using the Certificate or agreeing to these Terms, you consent to Microsoft's collection, use and disclosure of Your Content and Data as described in the Privacy Statement. The CA will treat and process the data provided in your Certificate application in accordance with the privacy/confidentiality provisions of the applicable CPS. You agree and consent that the CA may: (a) place in your Certificate certain information provided, such as your name and e-mail address; (b) publish your Certificate and its status in the CA repository and other third-party sites for the purposes set out in the applicable CPS; and (c) process and/or transfer the aforementioned information in the United States and in other jurisdictions where the CA maintains a presence.

8. **WARRANTIES.**

   (a) **Your Representations and Warranties**: In addition to the representations and warranties in the CP and CPS, you represent and warrant to us and, as applicable, Relying Parties that:

      (i)   Accuracy of Information: you will provide (and, as applicable, have provided) accurate and complete information at all times to the CA, both in the certificate request and as otherwise requested by the CA in connection with the issuance of the Certificate(s) to be supplied by the CA.

      (ii) Protection of Private Key: you will take (and, as applicable, have taken) all reasonable measures to assure control of, keep confidential, and properly protect at all times the 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).

      (iii) Acceptance of Certificate: An obligation and warranty you will review and verify (and, as applicable, have reviewed and verified) the Certificate contents for accuracy.

      (iv) Use of Certificate: you will install (and, as applicable, have installed) the Certificate only on servers that are accessible at the subjectAltName(s) listed in the Certificate, and you will use (and, as applicable, have used) the Certificate solely in compliance with all applicable laws and solely in accordance with the Subscriber Agreement or Terms of Use.

      (v)   Reporting and Revocation: (a) you will promptly request (and, as applicable, have requested) revocation of the Certificate, and cease using it and its associated Private Key, if there is any actual or suspected misuse or compromise of the Subscriber's Private Key associated with the

Public Key included in the Certificate, and (b) you will promptly request (and, as applicable, have promptly requested) revocation of the Certificate, and you will cease using (and, as applicable, have ceased using) it, if any information in the Certificate is or becomes incorrect or inaccurate.

1. You are herby informed, and acknowledge understanding of the reasons for revoking a Certificate, including those stated in section 4.9.3.1.1 of the CPS, which is incorporated herein by reference and made a part of this Agreement.

(vi) Termination of Use of Certificate: you will promptly cease (and, as applicable, have promptly ceased) all use of the Private Key corresponding to the Public Key included in the Certificate upon revocation of that Certificate for reasons of Key Compromise.

(vii) Responsiveness: you will respond (and, as applicable, have responded) to the CA's instructions concerning Key Compromise or Certificate misuse within a specified time period.

(viii) Acknowledgment and Acceptance: you acknowledge and accept that the CA is entitled to revoke the certificate immediately if you violate the terms of the Subscriber Agreement or Terms of Use or if the CA discovers that the Certificate is being used to enable criminal activities such as phishing attacks, fraud, or the distribution of malware.

(b) **DISCLAIMER OF WARRANTIES**. EXCEPT AS SET FORTH IN THE CPS AND IN 8(c), THE CERTIFICATE SERVICES IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE CERTIFICATE SERVICES, INCLUDING ANY WARRANTY THAT THE CERTIFICATE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, ACCURACY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. MICROSOFT MAKES NO WARRANTY AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT, AND NO WARRANTY THAT THE SOFTWARE OR MICROSOFT'S EFFORTS WILL FULFILL ANY OF THE SUBSCRIBER'S PARTICULAR PURPOSES OR NEEDS.

9. **LIMITATION OF LIABILITY**.

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE A CERTIFICATE, INCLUDING AS A RESULT OF (I) ANY TERMINATION OR SUSPENSION OF THIS AGREEMENT OR THE CPS OR REVOCATION OF A CERTIFICATE, (II) OUR DISCONTINUATION OF ANY OR ALL SERVICE OFFERINGS IN CONNECTION WITH THIS AGREEMENT, OR, (III) ANY DOWNTIME OF ALL OR A PORTION OF CERTIFICATE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT

OR YOUR USE OF OR ACCESS TO MICROSOFT'S CERTIFICATE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, MICROSOFT AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ALL CERTIFICATES ISSUED HEREUNDER, IS THE LESSER OF THE AMOUNT PAID BY YOU FOR THE CERTIFICATE(S) AT ISSUE OR THE AMOUNTS PAID FOR THE CERTIFICATE SERVICES FOR THE CERTIFICATE(S) AT ISSUE IN THE LAST TWELVE (12) MONTHS BEFORE THE CLAIM AROSE; PROVIDED, HOWEVER, THAT FOR ANY EV CERTIFICATE ISSUED UNDER THIS AGREEMENT EXEPT FOR AS EXPRESSLY EXCLUDED PER SECTION 8(c), OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY IS LIMITED TO TWO THOUSAND U.S. DOLLARS (US$2000) PER SUBSCRIBER OR RELYING PARTY PER EV CERTIFICATE.

10. **THIRD PARTY CLAIMS**.

(a) **Indemnification**. To the extent permitted by law, Subscriber indemnifies Microsoft, Microsoft's partners, and any cross-signed entities, and their respective employees, directors, agents, and representatives from, and defend the indemnified parties against, any and all third party claims, including Relying Parties, to the extent arising from or related to: (a) your failure to perform any of your warranties, representations, and obligations under this Agreement; (b) any omissions, falsehoods or misrepresentations of fact, regardless of whether the misrepresentation or omission was intentional or unintentional, you make on the Certificate or in connection with this Agreement; (c) any infringement of an intellectual property right of any person or entity in information or content provided by you; (d) your misuse of a Certificate or private key; or (e) failure to protect the private key, credentials, or use a trustworthy system, or to take the precautions necessary to prevent the compromise, loss, disclosure, modification, or unauthorized use of the private key under the terms of this Agreement.

(b) **Procedures**. (a) Microsoft will promptly notify you of any such claim, except that the failure to provide prompt notice will only limit your indemnification obligations to the extent you are prejudiced by the delay or failure; (b) you will have full and complete control over the defense and settlement of the claim; (c) Microsoft will provide assistance in connection with the defense and settlement of the claim (as long as the settlement does not include any payment of any amounts by or any admissions or liability, whether civil or criminal, on the part of Microsoft), as you may reasonable request; and (d) you may settle the claim as you deem appropriate, provided that you obtain Microsoft's prior written consent before entering into any settlement. Microsoft may also assume control of the defense and settlement of the claim at any time.

(c) The terms of this Section 10 will survive any termination of this Agreement.

11. **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.

12. **MODIFICATIONS**. 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.

13. **MISCELLANEOUS**.

(a) **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.

(b) **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.

(c) **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.

(d) **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.

(e) **Compliance with Import and Export Law**. You must comply with all domestic and international export laws and regulations that apply to the software and/or Services, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit https://www.microsoft.com/en-us/exporting/.

(f) **U.S. Government Rights**. The Certificate services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Certificate services. If Subscriber is using the Certificate services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Subscriber will immediately discontinue its use of the Certificate services. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

(g) **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' express, prior, written consent. Any attempted assignment that violates this Section 13(g) is a material breach and is void. This Agreement will bind and benefit the parties' successors and permitted assigns.

(h) **Force Majeure**. Neither party will be liable for failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, and other causes beyond the party's reasonable

control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use its best efforts to resume performance. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

(i) **Applicable law and venue**. 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.

(j) **Notices**. Notices may be provided either by electronic or physical mail in writing to: Attn: PKI Service Manager, Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399.