Starfield Technologies, LLC
Extended Validation (EV) & Mark Certificates (MC) Services Subscriber Agreement

This Starfield Technologies, LLC Extended Validation and Mark Certificate Services Subscriber Agreement ("**Agreement**") is entered into by and between Starfield Technologies, LLC, a Delaware limited liability company or its resellers and any of its affiliated entities (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 Extended Validation and Mark 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 'Public TLS Certificate Policy and Certification Practice Statement' for Extended Validation Services or Starfield's Certificate Policy and Certification Practice Statement' for Mark Certificates, as the case maybe ("**Starfield CP/CPS**"), which may be amended from time to time, and which is incorporated herein by this reference. The current version of the Starfield CP/CPS may be found at http://certs.starfieldtech.com/repository.

I. Definitions.

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

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

ii. "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.

iii. "Certificate(s)" means the Extended Validation and/or Mark Certificates (such as a Common Mark Certificate and a Verified Mark Certificate) issued by Starfield pursuant to this Agreement.

iv. "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.

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

vi. "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.

vii. "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.

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

ix. "RAs" or "Registration Authorities" are the subordinate Certification Authorities that are under the control of Starfield.

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

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

xii. "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.

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

xiv. "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 Extended Validation Certificate.

xv. "**Registered Mark**", "**Mark Certificate**", "**Common Mark Certificate**" and "**Verified Mark Certificate**", "**Mark Representation**", "**Modified Registered Mark**" and "**Prior Use Mark**" shall all have the same meaning as ascribed to them under the Starfield CP/CPS.

xvi. "**Extended Validation**" shall have the same meaning as ascribed to it under the Starfield CP/CPS.

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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. 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 CP/CPS document. For the benefit of Starfield and the Certificate Beneficiaries, You shall ensure the following:

A. **For Extended Validation Certificates**, you shall:

(a) generate one or more asymmetric key pairs;

(b) submit Public Keys and credentials for registration;

(c) 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);

(d) Ensure that no unauthorized users have had access to Your Private Key;

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

(g) 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;

(h) 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 Your Private Key associated with the Public Key included in the Certificate;

(i) use your key pair(s) in compliance with the Starfield CP/CPS;

(j) 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;

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(k) 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, solely for authorized company business, and solely in accordance with this Agreement;

(l) 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

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

B. **Mark Certificates:**

For all Mark Certificates (including Verified Mark Certificates and Common Mark Certificates):

(a) You shall review and verify the Certificate contents for accuracy, and not use the Certificate until the accuracy of the data in each has been reviewed and verified;
(b) You shall respond to Starfield's instructions concerning Certificate misuse within twenty-four (24) hours;

For Verified Mark Certificates:

(a) You represent that the Registered Mark that is the subject of the Certificate application is in good standing and is registered with the applicable trademark office.
(b) You represent that the Mark Representation submitted by you in the Certificate application matches the Registered Mark on record of the official database of the relevant trademark office.

For Common Mark Certificates

(a) **For a Prior Use Mark:**
In case the subject of a Certificate application for a Common Mark Certificate is a Prior Use Mark, you hereby represent that:
(i) The trademark that matches the Mark Representation is currently displayed on a publicly accessible website, and that you control the domain name of that website.
(ii) The trademark that matches the Mark Representation was displayed on the same domain name that is verified as being controlled by you, at a point in time at least 12 months prior to the date of Mark verification, and that evidence of such historical display is verifiable through an approved source in accordance with the Starfield CP/CPS.

(b) For a Modified Registered Mark
In case the subject of a Certificate application for a Common Mark Certificate is a Modified Registered Mark, you hereby represent that:
(i) The Registered Mark that forms the basis of the modification complies with the same terms applicable to Verified Mark Certificates above (registration/good-standing/match-related requirements).

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(ii) The Mark Representation submitted is the modification of a Registered Mark that falls within the scope of permitted modifications as described in the Starfield CP/CPS.

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 entity or domain name or in the case of Mark Certificates, any brand or trademark, 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

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

V. Subscriber Warranties and Representations.

You warrant and represent as related to and for the benefit of Starfield and the Certificate Beneficiaries, that:

(a) the information you provide in a Certificate application, or which is displayed in the Subscriber Certificate is true, accurate and complete;

(b) You are either the registered holder of the domain name(s) or have necessary rights to use such domain name(s) that are the subject of or which are provided in connection with a Certificate application.

(c) at the time of application, and on a continuing basis for the duration of the Mark Certificate's validity, that you are the owner of or are duly licensed to use the mark that is the subject of the Certificate, and that such right is valid and subsisting;

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

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

(f) You are not using the Certificate Service in any way that infringes upon the rights of third parties or in a manner which is illegal or which is inconsistent with the Starfield CP/CPS.

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 or the CPS; (ii) violate any term of this Agreement or the CPS; (iii) you do not immediately notify Starfield when 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 ; (vi) you compromise the security or integrity of the Starfield PKI; or (vii) you improperly use or misrepresent the Starfield PKI Site Seal. 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.

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VII. Private Key Compromise for Extended Validation Certificates and unauthorized use of a Mark Certificate.

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

For Mark Certificates: You remain solely responsible for any loss or damages arising from the unauthorized or improper use of a Mark Certificate, including any misuse of the Mark Representation contained therein.

VIII. Fees.

In consideration of 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 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.

IX. Term and Termination.

This Agreement shall begin as of the date set forth on the counterpart signature page of this Agreement and shall continue so long as you use the Certificate Service. 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 days' 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

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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 to whom you disclose information 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 (5) 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 OF ANY KIND UNLESS STATED OTHERWISE WITHIN THE AGREEMENT, STARFIELD PKI AGREEMENT, 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, successors 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, but not limited to, (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 and prevent unauthorized use of a Starfield Certificate, and (iv) violations of intellectual property laws and rights of third parties. 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.

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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 IN CASE OF EXTENDED VALIDATION CERTIFICATES OR A FAILURE OF STARFIELD'S DIGITAL SIGNATURE IN CASE OF A MARK CERTIFICATE.

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) $50,000.00 USD FOR EACH EXTENDED VALIDATION CERTIFICATE ("**EXTENDED VALIDATION CUMULATIVE DAMAGE LIMIT**"); (B) $25,000.00 USD FOR EACH COMMON MARK CERTIFICATE ("**COMMON MARK CUMULATIVE DAMAGE LIMIT**"); OR (C) $50,000.00 USD FOR EACH VERIFIED MARK CERTIFICATE ("**VERIFIED MARK 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 NEGLIGENCE), LEGISLATION OR ANY OTHER THEORY OF LIABILITY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, STATUTORY, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, RELIANCE, OR INCIDENTAL DAMAGES.

STARFIELD, ANY INDEPENDENT THIRD-PARTY RA OPERATING UNDER A STARFIELD CA, OR DIRECTORS OF ANY OF THE FOREGOING SHALL NOT BE LIABLE TO YOU, A RELYING PARTY, OR ANY OTHER PERSON, ENTITY, OR ORGANIZATION FOR ANY LOSSES, COSTS, EXPENSES, LIABILITIES, DAMAGES, CLAIMS OR SETTLEMENT AMOUNTS ARISING OUT OF OR RELATING TO ANY PROCEEDING OR ALLEGATION THAT A STARFIELD CERTIFICATE OR ANY INFORMATION CONTAINED IN A STARFIELD CERTIFICATE INFRINGES, MISAPPROPRIATES, DILUTES, UNFAIRLY COMPETES WITH, OR OTHERWISE VIOLATES ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR ANY INTELLECTUAL PROPERTY RIGHT OR OTHER RIGHT OF ANY PERSON, ENTITY, OR ORGANIZATION IN ANY JURISDICTION.

SHOULD LIABILITY ARISING OUT OF OR RELATING TO A STARFIELD CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO A STARFIELD CERTIFICATE EXCEED THE CUMULATIVE DAMAGE LIMITS, THE AMOUNTS AVAILABLE UNDER THE CUMULATIVE DAMAGE LIMITS SHALL BE APPORTIONED FIRST TO THE EARLIEST CLAIMS TO ACHIEVE FINAL DISPUTE RESOLUTION UNLESS OTHERWISE ORDERED BY A COURT OF COMPETENT JURISDICTION. IN NO EVENT SHALL STARFIELD OR ANY INDEPENDENT THIRD-PARTY RA OPERATING UNDER ANY STARFIELD CERTIFICATION AUTHORITY, OR ANY RESELLERS, CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING BE OBLIGATED TO PAY MORE THAN THE CUMULATIVE DAMAGE LIMIT FOR ANY STARFIELD CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO ANY STARFIELD SERVER CERTIFICATE REGARDLESS OF APPORTIONMENT AMONG CLAIMANTS.

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STARFIELD, INDEPENDENT THIRD-PARTY RAs OPERATING UNDER A STARFIELD CERTIFICATION AUTHORITY, RESELLERS, CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, STATUTORY, PUNITIVE, EXEMPLARY, INDIRECT, RELIANCE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) WHETHER ARISING FROM CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), LEGISLATION OR ANY OTHER THEORY OF LIABILITY.

THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN AND EVEN IF STARFIELD OR ANY INDEPENDENT THIRD-PARTY OPERATING UNDER A STARFIELD CERTIFICATION AUTHORITY, OR ANY RESELLERS, CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THESE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO CERTAIN APPLICANTS, SUBSCRIBERS, RELYING PARTIES, OR OTHER PERSONS, ENTITIES, OR ORGANIZATIONS. THE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS AND THE LIMITATIONS OF LIABILITY IN THIS AREEMENT S CONSTITUTE AN ESSENTIAL PART OF THE STARFIELD CPS, AND ANY RELYING PARTY AGREEMENTS. ALL APPLICANTS, SUBSCRIBERS, RELYING PARTIES, AND OTHER PERSONS, ENTITIES, AND ORGANIZATIONS ACKNOWLEDGE THAT BUT FOR THESE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS AND LIMITATIONS OF LIABILITY, STARFIELD WOULD NOT ISSUE STARFIELD CERTIFICATES TO SUBSCRIBERS AND NEITHER STARFIELD NOR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER A STARFIELD CERTIFICATION AUTHORITY, NOR ANY RESELLERS, CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING WOULD PROVIDE SERVICES IN RESPECT TO STARFIELD CERTIFICATES AND THAT THESE PROVISIONS PROVIDE FOR A REASONABLE ALLOCATION OF RISK.

XV. Modifications.

You agree that Starfield may modify this Agreement and the terms of the Certificate Service from time to time. 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

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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. Titles and Headings; Independent Covenants; Severability; Counterpart Signature Pages.

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same instrument. Transmission of the counterpart signature page of this Agreement by facsimile or email shall have the same force and effect as original ink signatures. Transmission of the counterpart signature page of this Agreement shall constitute acceptance of the entire agreement.

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. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Notwithstanding the foregoing, you shall not assign or otherwise transfer this Agreement (or your rights or obligations hereunder) to anyone, including to any parent company, subsidiaries, affiliated entities or third parties, or in connection with any sale, merger, consolidation or reorganization, unless the assignee expressly assumes all rights, duties, liabilities and obligations hereunder this Agreement.

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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 of the Agreement shall survive.

XXII. Notices.

Any notice, demand, or request pertaining to this Agreement or related agreements, such as the Starfield 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:

Starfield PKI
C/O Starfield Technologies, LLC
100 S Mill Ave, Suite 1600,
Tempe, AZ 8528 practices@starfieldtech.com

IN WITNESS WHEREOF, the undersigned "Contract Signer" has duly executed this Agreement on behalf of Company/Applicant/Subscriber as of the date set forth below and certifies as follows:

Starfield and Company/Applicant/Subscriber are entering into a legally valid and enforceable subscriber agreement in connection with the issuance of a Certificate by Starfield to Company/Applicant. A Certificate serves as a form of digital identity for Company/Applicant. The loss or misuse of such digital identity can result in great harm to Company/Applicant. By signing this Agreement on behalf of Company/Applicant, Contract Signer represents and warrants that (i) Contract Signer is acting as an authorized representative of Company/Applicant, (ii) Contract Signer is expressly authorized by Company/Applicant/Subscriber to sign subscriber agreements (including this Agreement) and approve Certificate requests (including this Certificate request) on Company/Applicant/Subscriber's behalf, (iii) Contract Signer has confirmed Company/Applicant/Subscriber's right to use the domain name(s) or marks or brands to be included in the Certificate(s), (iv) Contract Signer has the authority to obtain the digital equivalent of a company stamp, seal, or (where applicable) officer's signature to establish the authenticity of Company/Applicant/Subscriber's website or domain or mark or brand, and (v) Company/Applicant/Subscriber is responsible for all uses of its Certificate.

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CONTRACT SIGNER:

By: _____
(Signature)

Name: _____
(Printed name)

Title: _____

Company/Applicant: _____

Month: _____ Day: _____ Year: _____

[COUNTERPART SIGNATURE PAGE]

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