



**RELYING PARTY AGREEMENT
of the FTI Certification Authority
of the Foundation for Trusted Identity**

I. Parties

The Foundation for Trusted Identity ("FTI") is a non-profit entity located in San Antonio, Texas. It has developed the FTI Certification Authority ("FTI CA") for the provision of digital identity credentials.

Each individual, entity, and organization that acts in reliance upon a digital certificate or key issued or generated by the FTI CA or any information related to a FTI CA certificate or key is referred to in this Relying Party Agreement as a Relying Party. In this Relying Party Agreement, the term "FTI PKI" refers the Foundation for Trusted Identity, the FTI CA, and the individuals and entities that govern and operate the FTI CA, including Registration Authorities, individually as well as collectively.

When you use or rely upon a FTI CA Certificate or key or related information, you are a Relying Party. THIS RELYING PARTY AGREEMENT, APPLIES TO YOU BEFORE YOU BECOME A RELYING PARTY.

II. Definitions

"Certificate" or "Digital Certificate" means a message that, at least, states a name or identifies the issuing CA, identifies the Subscriber, contains the Subscriber's public key, identifies the Certificate's validity period, contains a Certificate serial number, and contains a digital signature of the issuing CA.

"Certification Authority" or "CA" means an entity authorized to issue, suspend, or revoke Certificates. For purposes of this Relying Party Agreement, CA shall mean the FTI CA.

"Registration Authority" or "RA" means an entity or individual approved by a CA to assist Certificate Applicants in applying for, approving, rejecting, or revoking Certificates. A Registration Authority for the FTI CA may, with the exception of any requirements imposed upon the RA by the FTI CA as a condition of approval, be otherwise separate and independent from FTI and the FTI CA.

"Relying Party" means an individual or organization that acts in reliance on a Certificate or related information.

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

III. Agreement

You must read and agree to this Relying Party Agreement BEFORE validating a FTI CA Certificate, using FTI CA online certificate status protocol ("OCSP") services, accessing or using a FTI CA database of Certificate revocations, or relying on any FTI CA Certificate-related information (collectively, "FTI Information"). IF YOU DO NOT UNDERSTAND, ACCEPT, AND AGREE TO THE TERMS OF THIS RELYING PARTY AGREEMENT, DO NOT ACCESS, USE, OR RELY UPON ANY FTI INFORMATION.



In consideration for your access to, use of, or reliance upon a FTI CA Certificate or key or FTI Information, you accept and agree to comply with the FTI CA Certification Policy ("CP") and this Relying Party Agreement. You also acknowledge that you understand the terms and provisions of the FTI CA CP and this Relying Party Agreement. The FTI CA CP is posted at http://pki.fti.org/fti_ca/documents.

IV. Term and Termination

This Relying Party Agreement becomes effective when you act to gain access to FTI Information, including when you submit a query to determine the validity of a FTI CA Certificate, or use or rely upon any FTI Information. This Relying Party Agreement shall be applicable for as long as you access, use, and/or rely upon such FTI Information.

FTI may terminate this Relying Party Agreement at any time. You may not terminate this Relying Party Agreement, but you may render it inapplicable to you by ceasing all activities that access, use, and/or rely upon FTI Information.

V. Your Informed Decision

You acknowledge and agree that: (i) you have sufficient information to make an informed decision as to the extent to which you choose to rely on the information in a FTI CA Certificate and other FTI Information, including weighing of any attendant risks; (ii) your use of or reliance upon any FTI Information is governed by this Relying Party Agreement and you shall bear the any legal or financial consequences of your failure to comply with the obligations contained herein. **YOU ARE SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO USE OR RELY UPON THE INFORMATION IN A CERTIFICATE OR ANY OTHER FTI INFORMATION.**

VI. Your Obligations

You are obligated to ensure the reasonableness of your use of and reliance on any FTI Information by assessing whether the use of a FTI CA Certificate for any given purpose is appropriate under the circumstances, including a weighing of any attendant risks. You are urged to always check the status of any FTI CA Certificate you wish to use or rely upon, as well as the validity of all the certificates in its chain of trust, and not to use or rely upon any FTI CA Certificate unless, under the circumstances, you trust a certificate in the chain of trust and the validity of the process that established that chain. The FTI PKI is not responsible for evaluating or determining the appropriateness of the use of a FTI CA Certificate.

VII. Operations

The FTI PKI possesses no mechanism to find or recover the password used to secure FTI CA Certificates and keys. The FTI PKI cannot recover either the password or the key, nor can it authorize the generation of new keys. The FTI PKI endeavors with best efforts to meet all of its responsibilities under the FTI CA CP, including maintenance of mechanisms for you to check the validity of Certificates issued by the FTI CA.



VIII. Security Protections

You will not in any way monitor, interfere with, or reverse engineer any aspect of FTI CA goods or services and will not intentionally compromise the security of the FTI CA and associated operations.

IX. Disclaimer of Warranties

You understand that the FTI PKI makes no representation or warranty about the use by Relying Parties of Certificates issued by the FTI CA. FTI PKI disclaims all warranties, whether express or implied, including any warranty of merchantability or fitness for a particular purpose. FTI PKI endeavors with best efforts to meet all of its responsibilities under the FTI CA CP. Its success at meeting these responsibilities is evidenced by the cross-certification, based upon any required audit investigations, of the FTI CA by other CAs.

X. Indemnification

You agree to release, indemnify, defend and hold harmless FTI and any of its contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, of third parties relating to or arising out of (i) your failure to perform the obligations of a Relying Party, (ii) your reliance on a FTI CA certificate that is not reasonable under the circumstances, or (iii) your failure to check the status of a FTI CA certificate to determine if the certificate is expired or revoked. If, when threatened with suit or sued by a third party, FTI seeks written assurances from you concerning your promise to indemnify, your failure to provide those assurances may be considered a material breach of this Agreement. FTI shall have the right to participate in any defense by you of a third-party claim related to your use of any FTI CA services, with counsel of FTI choice at your own expense. You shall have sole responsibility to defend FTI against any such claim, but you must receive FTI's prior written consent regarding any related settlement. The terms of this Section IX will survive any termination or cancellation of this Agreement.

XI. Limitation on Liability

The FTI PKI shall not be liable for loss of income, goodwill, or other special or consequential damages. The FTI PKI shall not be liable for any direct or indirect damages of any kind arising out of or related to a certificate issued, or not issued, by the FTI CA, or for any loss related to the FTI CA CP, which is posted at http://pki.fti.org/fti_ca/documents. The FTI PKI shall not be liable for any losses incurred from directly or indirectly using or relying upon its services.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE FTI PKI BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES OF ANY KIND, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE FTI CA CP, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS AND THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. ALL SUBSCRIBERS, RELYING PARTIES, AND OTHER PERSONS, ENTITIES, AND ORGANIZATIONS ACKNOWLEDGE THAT BUT FOR THESE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS AND LIMITATIONS OF LIABILITY, FTI AND THE FTI CA WOULD



NOT ISSUE CERTIFICATE(S) TO SUBSCRIBERS AND NEITHER FTI NOR THE FTI CA NOR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER THE FTI CA, NOR ANY RESELLERS, CO-MARKETERS, OR ANY CONTRACTORS, SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING WOULD PROVIDE SERVICES IN RESPECT TO CERTIFICATE SERVICES AND THAT THESE PROVISIONS PROVIDE FOR A REASONABLE ALLOCATION OF RISK.

XII. Reservation of Rights

The FTI PKI reserves the right to refuse to issue certificates, at its sole discretion. The FTI PKI also reserves the right to terminate the FTI CA and associated services at any time.

XIII. Governing Law

The construction, validity, performance and effect of certificates issued under the FTI CA CP for all purposes, including any dispute arising from use of or reliance upon such certificates or any product or service provided by the FTI PKI, and this Agreement, shall be governed by Texas law (statute, case law or regulation).

XIV. Force Majeure

Any delay or failure by you or the FTI PKI in the performance of any obligation under this Agreement shall be excused to the extent that such failure or delay is caused by occurrences beyond such the party's reasonable control, including acts of God, storms, hurricane, earthquakes, riots, war (whether declared or not), sabotage, interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, and any other cause that cannot reasonably be foreseen or controlled by such party.

XV. Severability

If any provision of this Subscriber Agreement is declared by a court to be invalid, illegal, or unenforceable, all other provisions shall remain in full force and effect.

XVI. Waiver.

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

XVII. Independent Contractors

Unless provided otherwise by operation of a separate agreement, the parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. Neither your status as a Relying



Party nor anything in this Agreement shall be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party. Each party shall bear its own costs and expenses in performing this Agreement.

XVIII. Notices

All notices, questions, and requests shall be in writing and in English. Notices shall be made by first class mail, return receipt requested, sent to the FTI CA contact email address posted at http://pki.fti.org/fti_ca/contact. Notices to you shall be made by posting the notice at http://pki.fti.org/fti_ca/documents and shall be deemed to be served upon the time of posting.

XIX. Dispute Resolution

Except as otherwise agreed, any dispute under this Agreement shall be resolved by binding arbitration in accordance with the commercial rules (or international rules, if the other party to the dispute is a non-US entity) of the American Arbitration Association then in effect. The arbitration panel shall consist of one (1) neutral arbitrator if the amount in controversy is less than \$10,000, otherwise the panel shall consist of three (3) neutral arbitrators, each an attorney with five (5) or more years of experience in computer and technology law and/or the primary area of law as to which the dispute relates. The arbitrator(s) shall have never been employed (either as an employee or as an independent consultant) by either of the Parties, or any parent, subsidiary or affiliate thereof. The Parties shall have the right to take discovery of the other Party by any or all methods provided in the Federal Rules of Civil Procedure. The arbitrator(s) may upon request exclude from being used in the arbitration proceeding any evidence not made available to the other Party pursuant to a proper discovery request. The arbitrator(s) shall apply federal law of the United States and/or the law of the State of Texas, and the arbitration proceeding shall be held in San Antonio, Texas, USA or in such other location as is mutually agreed upon. The cost of the arbitration shall be borne equally by the Parties, unless the arbitrator(s) awards costs and attorneys' fees to the prevailing Party. Notwithstanding the choice of law provision in this Agreement, the Federal Arbitration Act, except as modified herein, shall govern the interpretation and enforcement of this provision. All arbitration proceedings shall be conducted in English. Any claim, dispute and controversy shall be arbitrated on an individual basis and not aggregated with the claims of any third party. Class action arbitration is prohibited. The arbitrator(s) shall have no discretion to award punitive damages. Notwithstanding the foregoing dispute resolution procedures, either Party may apply to any court having jurisdiction to (i) enforce the agreement to arbitrate, (ii) seek provisional injunctive relief so as to maintain the status quo until the arbitration award is rendered or the dispute is otherwise resolved, or to otherwise prevent irreparable harm, (iii) avoid the expiration of any applicable limitation period, (iv) preserve a superior position with respect to creditors, or (v) challenge or vacate any final decision or award of the arbitration panel that does not comport with the express provisions of this Agreement.