Starfield Technologies, LLC
Mark Certificate Service Relying Party Agreement

This Starfield Technologies, LLC Mark Certificate Service Relying Party Agreement ("**Agreement**") is by and between Starfield Technologies, LLC, a Delaware limited liability company, its affiliates or any of its resellers (collectively, "**Starfield**") and you, your heirs, agents, successors and assigns ("**You**"), and is made effective as of the date on which You first rely upon a Starfield Mark Certificate or any Mark Representation associated with it, whether by validating, evaluating, or otherwise acting in reliance upon a Starfield Mark Certificate or any Mark Representation in connection with it.

This Agreement sets forth the terms and conditions of Your use of and reliance on Starfield's Mark Certificate Services. Starfield's Mark Certificate Services are governed by Starfield's Mark Certificate Certificate Policy and Certification Practice Statement (including any MC Requirements incorporated therein) (together hereinafter called as the "**CP/CPS**"), as may be amended from time to time. The latest CP/CPS may be found at http://certs.starfieldtech.com/repository .

Your use of or reliance on any Starfield Mark Certificate, or upon any Mark Representation displayed to You in connection with a Starfield Mark Certificate, is therefore also subject to the CP/CPS. By relying upon a Starfield Mark Certificate or any Mark Representation associated with it, You acknowledge and agree to be bound by the CP/CPS. If You do not agree to the CP/CPS, You may not rely upon any Starfield Mark Certificate or any Mark Representation associated with it.

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.

1. Definitions.

The terms **"Subscriber", "Mark Certificate", "Mark Representation", "MC Requirements", "Relying Party", "Starfield PKI", "Common Mark Certificate", "Verified Mark Certificates", "Certifying Authority or CA"** shall all have the same meaning ascribed to them under the CP/CPS.

2. Your Obligations as a Relying Party.

Upon relying on a Mark Certificate or any Mark Representation in connection with a Starfield Mark Certificate, You:

(a) Shall confirm the validity of each Mark Certificate upon which You rely in accordance with the CP/CPS.

(b) Shall use any Mark Certificate and any Mark Representation associated with it solely in compliance with this Agreement and the CP/CPS;

(c) Shall exercise reasonable judgment before relying on a Mark Certificate or any Mark Representation, and not rely on a Mark Certificate or Mark Representation where such reliance is not reasonable under the circumstances;

(d) acknowledge that the MC Requirements apply to Your use of and reliance on any Mark Certificate and any Mark Representation, and that it is Your responsibility to review and familiarise Yourself with any updated versions of the MC Requirements from time to time; and

3. Relying Party Representations and Warranties

You warrant and represent that:

(a) You are using the Mark Certificate and any Mark Representation associated with it lawfully and with authorization;

(b) You are using the Mark Certificate and any Mark Representation in a Relying Party capacity only, and not in any other capacity;

(c) You disclaim any fiduciary relationship between Starfield or any non-Starfield Certification Authority and Yourself, and between Yourself and any Subscriber;

4. Disclaimer of Warranties

EXCEPT AS EXPRESSLY STATED UNDER THIS AGREEMENT AND/OR THE CP/CPS, STARFIELD, ITS CAS, ITS RESELLERS, CO-MARKETERS, SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, AND EMPLOYEES MAKE NO REPRESENTATIONS AND EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, 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.

5. 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 Your use of or reliance on any Starfield Mark Certificate or any service provided in respect to Starfield Mark Certificates, including:

(i) any failure by You to perform Your obligations as a Relying Party under this Agreement and the CP/CPS;

(ii) lack of proper validation of a Starfield Mark Certificate by You, including failure to check the status of a Mark Certificate to determine if it is expired or revoked before relying upon it;

(iii) use of a Starfield Mark Certificate or Mark Representation other than as permitted by the Agreement and/or CP/CPS.

(iv) failure by You to exercise reasonable judgment in the circumstances in relying on a Starfield Mark Certificate or Mark Representation;

(v) reliance by You on a Mark Certificate or Mark Representation that is not reasonable under the circumstances; or

(vi) any failure by You to comply with the MC Requirements.

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.

6. Limitations of Liability

STARFIELD SHALL NOT BE LIABLE FOR ANY LOSS OF MARK CERTIFICATE SERVICES UNLESS DUE TO A FAILURE OF STARFIELD'S DIGITAL SIGNATURE ON THE 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 MARK CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO STARFIELD MARK CERTIFICATES, INCLUDING ANY USE OR RELIANCE ON ANY STARFIELD MARK CERTIFICATE, SHALL NOT EXCEED (a) $25,000.00 USD FOR EACH COMMON MARK CERTIFICATE ("**COMMON MARK CUMULATIVE DAMAGE LIMIT**"); OR (b) $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 MARK CERTIFICATE REGARDLESS OF THE NUMBER OF TRANSACTIONS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO SUCH STARFIELD MARK CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO SUCH STARFIELD MARK 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 MARK CERTIFICATE OR ANY INFORMATION CONTAINED IN A STARFIELD MARK 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 MARK CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO A STARFIELD MARK 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 LIMITS FOR ANY STARFIELD MARK CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO ANY STARFIELD MARK CERTIFICATE REGARDLESS OF APPORTIONMENT AMONG CLAIMANTS.

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 AGREEMENT CONSTITUTE AN ESSENTIAL PART OF THE CP/CPS, AND ANY SUBSCRIBER 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 MARK 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 MARK CERTIFICATES AND THAT THESE PROVISIONS PROVIDE FOR A REASONABLE ALLOCATION OF RISK.

7. Modifications.

You agree that Starfield may modify this Agreement and the terms of the Mark 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 or rely upon Starfield's Mark Certificate Service after there has been a revision to this Agreement or the Service, You agree to be bound by such revision.

8. 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.

9. 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 CP/CPS) constitute the complete and only agreement between

You and Starfield regarding the Mark Certificate Service contemplated herein. If any of the provisions of the related policies are held to be invalid or unenforceable by an arbitrator or court of competent jurisdiction, the validity of the other provisions of this Agreement and related policies shall not in any way be affected or impaired thereby.

10. 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. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT 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.

11. Assignment.

You shall not assign or otherwise transfer 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, consolidation or reorganization, without Starfield's prior written consent.

12. 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.

13. Survival.

Sections 3, 4, 5, 6, 8, 9, 10, 11, 12 and 13 shall survive the termination of this Agreement.

14. Notices.

Any notice, demand, or request pertaining to this Agreement or related agreements (i.e. the CP/CPS) shall be communicated either using email or in writing. Electronic communications from You to Starfield shall be effective when received by the intended recipient at Starfield, and written communications shall be effective five days after mailing or upon receipt, whichever is sooner. Notice from Starfield to You shall be deemed binding and effective thirty (30) days after posting the revised Agreement on the Starfield website, or when You receive the notice in writing from Starfield, whichever comes first.

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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