



**SUBSCRIBER AGREEMENT
of the FTI Certification Authority
of the Foundation for Trusted Identity**

I. Parties

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.

All individuals, entities, and organizations that receive a digital certificate or key issued or generated by the FTI CA are referred to in this Subscriber Agreement as Subscribers. Together, FTI and the FTI CA are referred to in this Subscriber Agreement as FTI. For certificates that identify devices, the individual, entity, or organization that applied for the certificate is the Subscriber.

By accepting an FTI CA certificate or key, you have become a Subscriber.

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 Subscriber Agreement, CA shall mean the FTI CA.

"Registration Authority" or "RA" means an entity approved by a CA to assist Certificate Applicants in applying for, approving, rejecting, or revoking Certificates.

"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

In consideration of and by accepting a FTI CA certificate or key, you agree to comply with the FTI CA Certification Policy ("CP") and this Subscriber Agreement. By accepting a FTI CA certificate or key, you also acknowledge that you understand the terms and provisions of the FTI CA CP and this Subscriber Agreement.

All Subscribers are bound under the terms of the FTI CA CP to comply with this Subscriber Agreement. Failure to comply with this Subscriber Agreement is a violation of the FTI CA CP. The FTI CA CP is posted at http://pki.fti.org/fti_ca/documents.

The FTI CA certificate(s) you receive contain one or more public keys; you are also receiving private keys. The private keys will enable you to digitally sign documents and identify yourself to gain access to systems, or to decrypt data. Other individuals and entities will use the public key to verify your



signature or to encrypt data to be sent to you. Your certificates may also be used to verify your identity when you attempt to authenticate to systems.

As a Subscriber, you agree that your use of and reliance on FTI CA certificates and keys are subject to the terms and conditions set out below, as well as the provisions of the FTI CA CP and applicable law.

IV. Acknowledgement of Responsibilities

By accepting FTI CA certificate(s) or key(s), you acknowledge, accept, and will comply with the following obligations:

- A. If you have received instructions and shared secrets necessary to generate your public and private keys and download our certificates, you will not disclose the instructions or shared secrets (any information created as part of the registration process) to anyone or leave them where they might be observed.
- B. You will be the sole possessor of your private keys.
- C. You will protect your private keys from access by other parties.
- D. You will not back up your private keys.
- E. If you create or store your private keys, you will do so only onto approved devices and applications.
- F. You will use only a strong password that includes:
 1. at least eight characters,
 2. at least one numeric character,
 3. at least one uppercase character,
 4. at least one lowercase character,
 5. at least one special character, and
 6. no repetition of the previous 12 passwords.
- G. You will not disclose your password or PIN to anyone or leave it where it might be observed.
- H. If you record the password or PIN protecting your private keys, you will protect the written password or PIN from disclosure by storing it in a locked cabinet or desk that is separate from the token containing my private keys.
- I. You will take all reasonable measures to prevent the loss, disclosure, modification or unauthorized use of any issued tokens.
- J. You will immediately cease all use of the certificate(s) and key(s) and notify the FTI CA within one hour of any known or suspected private key, certificate, token, or password compromise. The contact information for FTI for matters related to the FTI CA is posted at http://pki.fti.org/fti_ca/contact.
- K. You will immediately cease all use of the certificate(s) and key(s) and promptly notify FTI if information in my certificate changes (such as name, e-mail address, or organization).
- L. You will immediately cease all use of the certificate(s) and key(s) and promptly notify FTI and surrender to the FTI CA Registration Authority any smartcards or tokens if you leave the organization for which the certificate was issued.
- M. You acknowledge that you are responsible for all use of the FTI CA certificates bearing your name or identification.
- N. You will use the certificate(s) and key(s) only for lawful purposes and activities.
- O. You acknowledge that you may ask for your certificate to be revoked at any time.



- P. If you are a Sponsor representing a device issued FTI CA certificates or keys, you will inform FTI if responsibility for that device is changes.
- Q. You will not use the key(s) to sign other certificate(s), regardless of the issuer.

V. Operations

FTI possesses no mechanism to find or recover the password used to secure your FTI CA certificates and keys. In the event of a lost password, as in the event of the loss of your private key(s), FTI cannot recover either the password or the key, nor can it authorize the generation of new keys.

FTI may revoke certificate(s) at any time without notice if—

- A. Identifying information in the certificate becomes invalid;
- B. A violation of this Subscriber Agreement or the requirements set forth in the FTI CA CP has occurred or is suspected; or
- C. The private keys have been or are suspected of having been compromised, including being lost, stolen, or destroyed in a fashion where there is potential for compromise or loss of control.

VI. Software

If FTI provides you any software, you must honor any copyright, patent and licensing agreements with respect to such software and will not tamper with, alter, destroy, modify, reverse engineer, or decompile such software in any way.

FTI software may include cryptographic software subject to export controls under the Export Administration Regulations. Anyone receiving the software by downloads or otherwise may not export the software without a license issued by the United States Department of Commerce, Bureau of Export Administration under laws relating to the control of certain exports, re-exports, and activities. Downloading, installing or using the Software supplied by FTI indicates that the user represents and warrants that the user is not a national or resident of, located in, or under the control of any country to which the export of the Software or related information would be prohibited by the laws of the United States.

VII. Warrantees

FTI, the FTI CA, and the personnel and authorities that direct and operate the FTI CA disclaim all warranties, whether express or implied, including any warranty of merchantability or fitness for a particular purpose. FTI, the FTI CA, and the personnel and authorities that direct and operate the FTI CA endeavor with best efforts to meet all of their responsibilities under the FTI CA CP. Their success at meeting these responsibilities is evidenced by the cross-certification, based upon any required audit investigations, of the FTI CA by other certification authorities.

VIII. Liability

FTI, the FTI CA, and the personnel and authorities that direct and operate the FTI CA shall not be liable for:



1. loss of income, goodwill, or other special or consequential damages;
2. any direct or indirect damages of any kind arising out of or related to the FTI CA CP;
3. any losses incurred from directly or indirectly using its services.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FTI, THE FTI CA, OR THE PERSONNEL AND AUTHORITIES THAT DIRECT AND OPERATE THE FTI CA 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.

IX. Term and Termination

This Subscriber Agreement remains in effect as long as the certificate(s) or key(s) issued to the Subscriber by the FTI CA remain valid. This Subscriber Agreement is terminated upon expiration or revocation of the certificate(s) and key(s); Subscriber may request revocation at any time.

X. 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.

XI. 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.

XII. Reservation of Rights

FTI reserves the right to refuse to issue certificates, at its sole discretion. FTI 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, and this Agreement, shall be governed by Texas law (statute, case law or regulation).

XIV. 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.

XV. 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.

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