



## **MIB DIGITAL CERTIFICATE SUBSCRIBER AGREEMENT**

UPON ACCEPTING AND USING AN MIB DIGITAL CERTIFICATE, SUBSCRIBER AGREES TO THE FOLLOWING TERMS AND CONDITIONS:

This Agreement is made by and between Subscriber and MIB Group, Inc. (“MIB”), with its principal office located at 50 Braintree Hill, Suite 400, Braintree, MA 02184 for the purpose of governing Subscriber’s use of the Digital Certificate as follows:

### **1. Definitions.**

“**Digital Certificate**” means the electronic file issued by a Certificate Authority and used to establish Subscriber’s identity when accessing MIB services over the Internet.

“**Certificate Authority**” means the vendor engaged by MIB to issue Digital Certificates to Subscribers.

“**Compromise**” means intentional or unintentional disclosure of information, including the Private Key, to unauthorized persons, or a violation of policy, or modification, destruction, loss of control over, or unauthorized use of Digital Certificate.

“**Digital Signature**” means transforming a message through encoding and decoding, using the Private Key that corresponds to the Public Key in the Subscriber’s Digital Certificate for authenticating the transformation and verifying its unaltered state and creation.

“**Public Key**” means the key of a key pair, made publicly available in a Digital Certificate, used to validate a Digital Signature and encrypt confidential information.

“**Private Key**” means the key of a key pair, which must be kept secret, and is used to create a Digital Signature and decrypt confidential information. Subscriber’s Private Key can be used for digitally signing or authenticating.

“**Subscriber**” means the person or entity who has the requisite authority to apply for and accept this Agreement and to whom the Digital Certificate is issued. The Subscriber holds a Private Key corresponding to the Public Key listed in the Digital Certificate.

“**Services**” means those services specifically related to Digital Certificate’s application, issue, revocation and renewal.

“**Revocation**” means the act of invalidating the Digital Certificate at which time its operation will cease.

**2. Obligations.** Subscriber agrees that it will not transfer, share, or duplicate the Digital Certificate except for an MIB-authorized business purpose such as disaster recovery or installation of an MIB Web Direct Certificate. Further, Subscriber agrees not to provide or allow any person or entity not authorized by the Certificate Authority or MIB to have access to the Subscriber’s Private Key. Subscriber covenants and agrees: (i) to remain sole possessor of Private Key, PIN, challenge phrase, software and hardware protecting Private Key; (ii) to protect Private Key confidentiality, and take reasonable precautions to prevent its loss, unauthorized use or disclosure; (iii) to immediately notify MIB of Private



Key Compromise and request Revocation; (iv) that it will not use the Digital Certificate upon notice of Revocation or expiration; (v) that it will not obtain Digital Certificate's source code, or monitor, interfere with or reverse-engineer its technical implementation, except with MIB's written approval; and (vi) to comply with the obligations imposed by the Certificate Authority. MIB reserves the right to suspend or revoke a Digital Certificate.

**3. Indemnity.** Subscriber agrees to release, indemnify, defend and hold harmless MIB and any of its employees, officers, directors, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees, relating to or arising out of Subscriber's negligent failure to protect the Private Key, use a trustworthy system, or take necessary precautions to prevent Compromise, loss, disclosure, modification or unauthorized use of the Private Key under the Agreement. The terms of this paragraph will survive any termination or cancellation of the Agreement.

**4. Limitation of Liability.** Each party's total liability under this Agreement shall be limited as set forth in the "Limitation of Liability" section of the underlying service and license agreement by and between Subscriber and MIB. To the extent that the limitation of liability cannot be ascertained from the underlying service and license agreement (if any), then MIB's total liability under this Agreement shall be limited to \$100,000.

**5. Export.** Subscriber acknowledges and agrees not to import, export or re-export directly or indirectly, any Digital Certificate to any country in violation of the laws and regulations of any applicable jurisdiction, expressly, but not limited to, U.S. export regulations.

**6. Term and Termination.**

(a) The term of this Agreement shall begin on the Digital Certificate's application submission date and shall terminate immediately upon the earlier of: (i) conclusion of the Digital Certificate's operational period, if not renewed; (ii) the date upon which a Digital Certificate becomes Compromised, invalid or revoked; (iii) Subscriber's breach of any provision of this Agreement; or (iv) either party's termination of the Master Service Agreement.

(b) Upon the termination of this Agreement for any reason, MIB shall revoke the Digital Certificate and Subscriber shall cease using it. Any use of the Digital Certificate prior to the Revocation of the Digital Certificate or termination of this Agreement shall not be affected thereby.