

Amazon Web Services Certificate Subscriber Agreement

This Certificate Subscriber Agreement (this “**Agreement**”) is an agreement between Amazon Web Services, Inc. (“**AWS**,” “**we**,” “**us**,” or “**our**”) and you or the entity you represent (“**Subscriber**” or “**you**”) and sets forth the terms and conditions applicable to Subscriber in using the Certificate Services. This Agreement takes effect when you click an “I Accept” button or check box presented with these terms or, if earlier, when you use any of the Certificate Services (the “**Effective Date**”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. If you do not agree to these terms of this Agreement, do not apply for, accept or use any Certificate issued under this Agreement. Please see Section 11 for definitions of certain capitalized terms used in this Agreement.

1. Use of the Certificate Services

1.1 Generally. You may access and use the Certificate Services in accordance with this Agreement and subject to the terms of your Customer Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Certificate Services, including the applicable Policies (as defined in the Customer Agreement). In the event of a conflict between this Agreement and the Customer Agreement, this Agreement shall control, but only to the extent of such conflict.

2. Certificate Issuance and Management

2.1 Certificate Application Processing. Following receipt of your application, applicable payment and information and materials necessary for AWS to complete the authentication process described in the CPS, AWS will process your Certificate Application. If your Certificate Application is approved, prior to the issuance of a Certificate, Subscriber must submit a CSR in format specified by AWS. If you do not submit a valid CSR within twelve months of the date of our approval of your Certificate Application, approval of the Certificate Application will automatically expire.

2.2 Certificate Review. You must review the information in the Certificate issued to you in connection with this Agreement promptly and notify us of any errors. Upon receipt of such notification, AWS may revoke your Certificate and issue you a corrected Certificate.

2.3 Use and Restrictions. You may install the Certificate only on servers that are accessible at the subjectAltName(s) listed in the Certificate. A Certificate may not be used: (i) for or on behalf of any other organization, person or entity; (ii) to perform private or public key operations in connection with any domain and/or organization name other than the one submitted on your Certificate Application; or (iii) for use as control equipment in circumstances requiring fail-safe performance or where failure could lead directly to death, personal injury or severe environmental damage, such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems or as control equipment for hazardous uses. If you are using a Certificate on more than one physical server or device at a time, you acknowledge and agree that such use can result in increased security risks to your network and we expressly disclaim any liability for breaches of security that result from the distribution of a single key across multiple devices. You may not use the OCSP in a manner that is not reasonable with respect to the services you have purchased. We reserve the right to charge additional fees for usage of the OCSP which we deem, in our sole discretion, to be excessive usage of the OCSP.

2.4 Reporting Obligations. If you discover or have reason to believe there has been a compromise of the Private Key associated with a Certificate provided under this Agreement, or the information within a Certificate is, or has become, incorrect or inaccurate, or if your organization's name and/or domain name registration has changed, you must immediately cease using the Certificate and its associated Private Key, and you must promptly submit notice to us requesting that we revoke the Certificate. If we discover or have reason to believe that there has been a compromise of the Private Key or misuse of a Certificate issued hereunder, we may provide you with notice of such suspected compromise or misuse and you, following receipt of such notice, must respond to our instructions within the time specified by us.

2.5 Revocation or Expiration. We retain the right to revoke a Certificate at any time without notice if (i) we discover that the information in your Certificate is no longer valid, (ii) you violate the terms of this Agreement or fail to perform your obligations under this Agreement or any license agreement applicable to the Certificate, including non-payment of fees payable by you in connection with such Certificate, (iii) we determine in our sole discretion that continued use of such Certificate may compromise the security or integrity of the PKI or (iv) for any other reason identified in the CPS. Upon expiration or notice of revocation of your Certificate you must promptly remove your Certificate from all devices on which it is installed and not use the Certificate for any purpose thereafter.

3. Representations and Warranties

3.1 Our Representations and Warranties. We represent and warrant that we will comply in all material respects with the CPS and CP including with respect to the creation and revocation of Certificates and use of the Repository.

3.2 Your Representations and Warranties. In addition to the representations and warranties in the CP, CPS and Customer Agreement, you represent and warrant to us and, as applicable, Relying Parties that:

(a) All material information you provide to us in your Certificate Application or related to the issuance of a Certificate to you is accurate, complete and up to date. You will notify us if any information you provide to us in your Certificate Application or related to the issuance of a Certificate to you changes, becomes misleading or inaccurate, or is no longer valid. The information you provide to us in your Certificate Application does not infringe the intellectual property rights of any third party and has not been used for any unlawful purpose. You will promptly cease using and request revocation of any Certificate if the data included therein has become inaccurate or misleading.

(b) You will not install or use a Certificate until after you have reviewed and verified the accuracy of the data included in the Certificate. You will promptly notify us if you become aware of any misuse of a Certificate. You will ensure that you, or someone explicitly authorized by you, have been and remain the only person(s) in possession of your Private Key and all materials and information protecting your Private Key, and no unauthorized person has had or will have access to such materials and information.

(c) You will use Certificates in compliance with all applicable laws and in accordance with this agreement and any applicable standards as an end user and not as a Certificate Authority to issue certificates, certificate revocation lists, or otherwise. Each digital signature created using your Private Key is the Subscriber's digital signature, and the Certificate has been accepted and is operational (not expired or revoked) at the time the digital signature is created. You will not interfere with or reverse engineer the technical implementation of the PKI (unless you cannot be prohibited from doing so under applicable law) except with the prior written approval of AWS, and will not otherwise compromise the security of the PKI.

(d) You will not modify, reverse-engineer, sublicense or create a derivative work of any Certificate (except as required to use the Certificate for its intended purpose), Private Key and will not (i) use or make any representations about a Certificate except as allowed in the CPS, (ii) use a Certificate to sign or distribute any software, file or code that may damage the operation of a third party's computer or that is downloaded without a user's consent or (c) intentionally create a Private Key that is substantially similar to an AWS Private Key.

4. Term; Termination

4.1 Term. This Agreement shall remain in effect until your Certificate has expired or is earlier revoked or your Customer Agreement is terminated by either party in accordance with the terms set forth therein.

4.2 Effect of Termination. Upon any termination of this Agreement:

- (i) all your rights under this Agreement immediately terminate;
- (ii) you will cease using the Certificates issued under this Agreement; and
- (iii) Sections and provisions of this Agreement which, by their nature, are intended to survive termination of this Agreement, will continue to apply in accordance with their terms.

5. Proprietary Rights

5.1 Your Content. As between you and us, except for content licensed to you under this Agreement, all content contained or displayed on any website owned or controlled by you that uses a Certificate issued under this Agreement is considered Your Content under the Customer Agreement.

5.2 Certificate Services. We retain sole ownership in (i) the Certificates and all documentation provided by us in connection with the Certificates or the Certificate Services, (ii) all AWS trademarks, copyrights and intellectual property and derivative works of any Certificates or Certificate Services. The Certificate Services are licensed to you under Section 8 of the Customer Agreement and all use of the Certificate Services must be in compliance with the license restrictions set forth in the Customer Agreement.

6. Indemnification

6.1 General. In addition to your indemnity obligations under the Customer Agreement, to the extent permitted by law, you will indemnify us, our partners, and any cross-signed entities, and their respective directors, officers, employees, agents, and contractors against any loss, damage, or expense, including reasonable attorney's fees, related to (i) any misrepresentation or omission by you, regardless of whether the misrepresentation or omission was intentional or unintentional, in connection with this Agreement or the Certificate Services; (ii) your breach of this Agreement, any agreement or policy incorporated herein, or applicable law; (iii) the compromise or unauthorized use of a Certificate or Private Key caused by your negligence or intentional acts; or (iv) your misuse of a certificate or Private Key.

6.2 Process. We will promptly notify you of any claim subject to Section 7.1, but our failure to promptly notify you will only affect your obligations under Section 7.1 to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided

that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

7. Disclaimers

EXCEPT AS SET FORTH IN THE CPS, OUR SERVICE OFFERINGS IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE CERTIFICATE SERVICES OR ANY THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE CERTIFICATE SERVICES OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

8. Limitations of Liability

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE A CERTIFICATE, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR THE CPS OR REVOCATION OF A CERTIFICATE, (II) OUR DISCONTINUATION OF ANY OR ALL SERVICE OFFERINGS IN CONNECTION WITH THIS AGREEMENT, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF CERTIFICATE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO AMAZON'S CERTIFICATE SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ALL CERTIFICATES ISSUED HEREUNDER, IS LIMITED TO \$500; PROVIDED, HOWEVER, THAT FOR ANY EV CERTIFICATE ISSUED UNDER THIS AGREEMENT, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY IS LIMITED TO \$2000 PER SUBSCRIBER OR RELYING PARTY PER EV CERTIFICATE.

9. Modifications to the Agreement

We may modify this Agreement at any time by posting a revised version on the Repository or by otherwise notifying you in accordance with Section 13.7 of the Customer Agreement. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Certificate Services after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the Repository regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the end of this Agreement.

10. Miscellaneous

10.1 Confidentiality and Publicity. You may use AWS Confidential Information only in connection with your use of the Certificate Services as permitted under this Agreement. You will not disclose AWS Confidential Information during the term of this Agreement or at any time during the 5 year period following termination or expiration of this Agreement. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of AWS Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Certificate Services. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

10.2 Force Majeure. We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

10.3 Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

10.4 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

10.5 U.S. Government Rights. The Certificate Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Certificate Services. If you are using the Certificate Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Certificate Services. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

10.6 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Certificate Services, including your transfer and processing of Your Content, the provision of Your Content to any third party, and the AWS region in which any of the foregoing occur.

10.7 Notice. Notice to either party must conform with Section 13.7 of the Customer Agreement.

10.8 Assignment. You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Any assignment or transfer in violation of this section will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

10.9 No Waivers. The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

10.10 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

10.11 Governing Law; Venue. The laws of the State of Washington, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. Any dispute relating in any way to the Certificate Services or this Agreement will only be adjudicated in any state or federal court in King County, Washington. You consent to exclusive jurisdiction and venue in those courts. We may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our, our affiliates, or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

10.12 Entire Agreement; English Language. This Agreement includes the Customer Agreement (including all policies and additional terms incorporated therein) and CPS and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

11. Definitions

"Certificate" means a digitally signed electronic data file issued by AWS in accordance with the CPS that uses a digital signature to bind a public key and an identity.

"Certificate Application" means a request to a Certificate Authority for the issuance of a Certificate.

"Certificate Services" means all services provided by AWS or its third party designee in connection with this Agreement or the issuance of any Certificate including, without limitation, use of AWS's OCSP services, accessing or using an AWS CRL or Repository or relying on any AWS Certificate Information.

“AWS Confidential Information” has the meaning ascribed to it under the Customer Agreement and includes, without limitation, (i) Private Keys, (ii) activation data used to access Private Keys or to gain access to the our systems, (iii) business continuity, incident response, contingency, and disaster recovery plans, (iv) other security practices used to protect the confidentiality, integrity, or availability of information, (v) information held by us as private information in accordance with Section 9.3 of the CPS, (vi) audit logs and archive records; and (vii) transaction records, financial audit records, and external or internal audit trail records and any audit reports (with the exception of an auditor’s letter confirming the effectiveness of the controls set forth in the CPS).

“CP” means the AWS Certificate Policy, as updated from time to time. The AWS CP is published in the Repository.

“CPS” means the AWS Certificate Practice Statement, as updated from time to time. The AWS CPS is published in the Repository.

“CRL” means a regularly updated time-stamped list of revoked Certificates that is created and digitally signed by AWS or its third party designee.

“Customer Agreement” means the Amazon Web Services Customer Agreement or other agreement governing your use of web services made available by AWS or its affiliates, including all policies and terms incorporated therein, in each case as updated from time to time.

“OCSP” or **“Online Certificate Status Protocol”** means an online certificate-checking protocol that enables relying-party application software to determine the status of an identified certificate.

“PKI” means the certificate-based public key infrastructure governed by the AWS CP, which enables the worldwide deployment and use of Certificates issued by AWS, its affiliates, their respective customers, Subscribers and Relying Parties.

“Relying Party” means any natural person or entity that relies on a Certificate issued in connection with this Agreement.

“Repository” means the AWS online database containing publicly-disclosed PKI governance documents (such as the AWS CPS and CP) and Certificate status information, either in the form of a CRL or an OCSP response. The repository is located at <http://www.awstrust.com/repository/>.

“Your Content” has the meaning set forth in the Customer Agreement.

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