

Network Solutions, LLC Relying Party Agreement

Version 2.0

YOU MUST READ THIS RELYING PARTY AGREEMENT ("AGREEMENT") BEFORE VALIDATING A NETWORK SOLUTIONS, LLC ("NETWORK SOLUTIONS") NSPROTECT™ SECURE XPRESS, NSPROTECT™ SECURE SSL–BASIC, – ADVANCED, – WILDCARD, OR – Extended Validation(EV) SSL CERTIFICATE, or NETWORK SOLUTIONS NSPROTECT™ ASSURED SITE SEAL, USING NETWORK SOLUTIONS ONLINE CERTIFICATE STATUS PROTOCOL ("OCSP") SERVICES, OR OTHERWISE ACCESSING OR USING A NETWORK SOLUTIONS OR NETWORK SOLUTIONS AFFILIATE DATABASE OF CERTIFICATE REVOCATIONS AND OTHER INFORMATION ("REPOSITORY") OR ANY CERTIFICATE REVOCATION LIST ISSUED BY NETWORK SOLUTIONS, LLC ("NETWORK SOLUTIONS CRL"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE PROHIBITED FROM SUBMITTING A QUERY AND FROM DOWNLOADING, ACCESSING, OR USING ANY NETWORK SOLUTIONS CRL BECAUSE YOU ARE NOT AUTHORIZED TO USE NETWORK SOLUTIONS' REPOSITORY OR ANY NETWORK SOLUTIONS CRL. IN CONSIDERATION OF YOUR AGREEING TO THE TERMS OF THIS RELYING PARTY AGREEMENT, YOU SHALL BE PERMITTED TO RELY ON CERTIFICATES ACCESSED BY YOU IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

1. Background. This Agreement becomes effective when you submit a query to search for an SSL Certificate, or to verify a digital signature created with a private key corresponding to a public key contained in an SSL Certificate, by downloading a Network Solutions CRL, or when you otherwise use or rely upon any Network Solutions Site Seal or any information provided in or services described in or on Network Solutions' Repository, Network Solutions website, or any Network Solutions CRL, or when you use Network Solutions' OCSP services.

2. Definitions. The capitalized terms used in this Agreement shall have the following meanings unless otherwise specified:

"Certificate" (also "SSL Certificate") shall mean a digitally signed message that contains a Subscriber's public key and associates it with information authenticated by Network Solutions or a Network Solutions-authorized entity.

"Certificate Applicant" shall mean an individual or organization that requests the issuance of a Certificate by a Certification Authority.

"Certificate Chain" shall mean an ordered list of Certificates containing an end-user Subscriber Certificate and CA Certificates, which terminates in a root Certificate.

"Certification Authority" ("CA") shall mean an entity authorized to issue, manage, revoke, and renew Certificates signed by Network Solutions.

"Extended Validation ("EV") Certificate" shall mean an SSL Certificate that contains information specified in the CA/Browser Forum Guidelines and that has been validated in accordance with those Guidelines.

"EV Subscriber Agreement" shall mean the agreement used by a CA or RA setting forth the terms and conditions under which an individual or organization, also known as the Subscriber, may obtain an EV Certificate.

"Network Solutions EV CPS" shall mean the Networks Solutions EV Certification Practice Statement, as amended from time to time, which may be accessed from <http://www.networksolutions.com/legal/SSL-legal-repository-ev-cps.jsp>

"SSL Certificate Services" shall mean any services related to the issuing, managing, revoking, and renewing of Certificates or Network Solutions Site Seals on behalf of Network Solutions under this Agreement.

"Non-verified Subscriber Information" means any information submitted by a Certificate Applicant to a CA or RA, and included within a Certificate, that has not been confirmed by the CA or RA and for which the applicable CA and RA provide no assurances other than that the information was submitted by the Certificate Applicant.

"Registration Authority" ("RA") shall mean an entity approved by a CA to assist Certificate Applicants in applying for SSL Certificates, and to approve or reject Certificate Applications, revoke Certificates, or renew Certificates.

"Relying Party" shall mean an individual or organization that acts in reliance on either an SSL Certificate, a digital signature, or a Network Solutions Site Seal.

"Repository" shall mean a portion of the Network Solutions website where Relying Parties, Subscribers, and the general public can obtain copies of Network Solutions literature, including but not limited to, the Network Solutions CPS, Subscriber Agreements, white papers, and CRLs.

"Network Solutions Site Seal" or "Site Seal" shall mean a hyperlinked graphic provided by Network Solutions to a Subscriber for display on the Subscriber's Web site that identifies the subscriber as (i) the holder of a Network Solutions SSL Certificate and/or (ii) a validated subscriber in accordance with the standards set forth in the Network Solutions

CPS. When the Site Seal is selected by a user, the user's browser is directed to open an SSL-encrypted link to a Network Solutions site to verify that the Site Seal holder has been issued a Network Solutions SSL Certificate and has been validated in accordance with the standards set forth in the Network Solutions CPS. The Network Solutions site sends to the user's browser over the SSL-encrypted link a message indicating the results of the verification along with other information. The response from the Network Solutions site can be displayed on the user's browser as a graphic or Webpage (that can include client-executable code) containing information about the organization or person to whom the Site Seal pertains and the result of the requested verification. The Site Seal accompanies any issued Network Solutions SSL Certificate and shares the guarantee level associated with the SSL Certificate it accompanies.

"Network Solutions nsProtect™ Secure Site Seal" shall mean a hyperlinked graphic provided by Network Solutions to a Subscriber for display on the Subscriber's Web site that identifies the subscriber as the holder of a Network Solutions SSL Certificate and that the Subscriber has been validated in accordance with the standards set forth in the Network Solutions CPS. When the Site Seal is selected by a user, the user's browser is directed to open an SSL-encrypted link to a Network Solutions site to verify that the Site Seal holder has been issued a Network Solutions SSL Certificate and has been validated in accordance with the standards set forth in the Network Solutions CPS. The Network Solutions site sends to the user's browser over the SSL-encrypted link a message indicating the results of the verification along with other information. The response from the Network Solutions site can be displayed on the user's browser as a graphic or web page (that can include client-executable code) containing information about the organization or person to whom the Site Seal pertains and the result of the requested verification. The Site Seal accompanies any issued Network Solutions SSL Certificate and shares the guarantee level associated with the SSL Certificate it accompanies.

"Network Solutions nsProtect™ Assured Site Seal" shall mean a hyperlinked graphic provided by Network Solutions to a Subscriber for display on the Subscriber's Web site to indicate that the Subscriber has been validated in accordance with the standards set forth in the Network Solutions CPS. The response from the Network Solutions site can be displayed on the user's browser as a graphic or web page (that can include client-executable code) containing information about the organization or person to whom the Assured Site Seal pertains and the result of the requested verification.

"Subscriber" shall mean a person who is the subject of and has been issued an SSL Certificate and/or a Network Solutions Site Seal.

"Subscriber Agreement" shall mean an agreement used by a CA or RA setting forth the terms and conditions under which an individual or organization, also known as the Subscriber, may obtain a Certificate.

"Network Solutions CPS" shall mean the Network Solutions Certification Practice Statement, as amended from time to time, which may be accessed from <http://www.networksolutions.com/legal/SSL-legal-repository-cps.jsp>.

3. Sufficient Information. You acknowledge and agree that you have access to sufficient information to ensure that you can make an informed decision as to the extent to which you will choose to rely on the information in an SSL Certificate or Network Solutions Site Seal. You acknowledge and agree that your use of the Repository, your use of any Network Solutions CRL, and your use of Network Solutions' OCSP services are governed by this Agreement and the Network Solutions CPS or EV CPS, if applicable. **YOU ARE SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON THE INFORMATION IN A CERTIFICATE OR OTHERWISE ASSOCIATED WITH A NETWORK SOLUTIONS SITE SEAL.** You also acknowledge and agree that you alone shall entirely bear the legal consequences of your failure to comply with the Relying Party obligations set forth in this Agreement.
4. Network Solutions SSL Certificates and Network Solutions Site Seals. The Certificates and Network Solutions Site Seals relied upon in accordance with this Agreement are issued by Network Solutions. The Certificates are issued to all SSL Certificate Subscribers and provide the validation required by the Network Solutions CPS and the EV CPS. Network Solutions currently offers two (2) types of Network Solutions Site Seals – a Network Solutions Secure Site Seal and a Network Solutions Assured Site Seal (as defined above).
5. Your Obligations. As a Relying Party, you are obligated to:
 - (i) independently assess the appropriateness of the use of an nsProtect™ Secure SSL Certificate and/or nsProtect™ Assured Site Seal for any given purpose and determine that the Certificate and/or Network Solutions Site Seal will, in fact, be used for an appropriate purpose;
 - (ii) utilize the appropriate software and/or hardware to perform digital signature verification or other cryptographic operations you wish to perform, as a condition of relying on an nsProtect™ Secure SSL Certificate or nsProtect™ Assured Site Seal in connection with each such operation. Such operations include identifying a Certificate Chain, verifying the digital signatures on all Certificates in the Certificate Chain, and (in the case of an nsProtect™ Assured Site Seal) verifying the validation of an nsProtect™ Assured Site Seal Subscriber. You agree that you will not rely on a Certificate unless these verification procedures are successful;

- (iii) check the status of an nsProtect™ Secure SSL Certificate and nsProtect™ Assured Site Seal upon which you wish to rely, as well as all the Certificates in a Certificate's Certificate Chain. If any of the Certificates in the Certificate Chain or any Network Solutions Site Seals have been revoked, you agree that that you will not rely on the end-user Subscriber Certificate or other revoked Certificate in the Certificate Chain, or any Network Solutions Site Seal; and
 - (iv) only rely on the nsProtect™ Secure SSL Certificate or nsProtect™ Assured Site Seal, if all of the checks described in the previous paragraphs are successful, provided that reliance upon the nsProtect™ Secure SSL Certificate or nsProtect™ Assured Site Seal is reasonable under the circumstances and in light of Section 3 of this Agreement. If the circumstances do, or reasonably ought to, indicate a need for additional assurances, it is your responsibility to obtain such assurances for such reliance to be deemed reasonable.
6. Limitations on Use. nsProtect™ Secure SSL Certificates and nsProtect™ Assured Site Seals issued by Network Solutions are not designed, intended, or authorized for use or resale as control equipment in hazardous circumstances or for uses requiring fail-safe performance such as the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control systems, or weapons control systems, where failure could lead directly to death, personal injury, or severe environmental damage. Network Solutions, is not responsible for assessing the appropriateness of the use of an nsProtect™ Secure SSL Certificate or nsProtect™ Secure Site Seal. You agree as a Relying Party that nsProtect™ Secure SSL Certificates and nsProtect™ Secure Site Seals will not be used or relied upon by you beyond the limitations set forth in this Agreement.
 7. Compromise of Network Solutions SSL Certificate Services security. You agree that you shall not monitor, interfere with, or reverse engineer the technical implementation of the Network Solutions nsProtect™ Secure Services, except upon prior written approval from Network Solutions, and shall not otherwise intentionally compromise the security of the Network Solutions SSL Certificate Services.
 8. Effect of an SSL Certificate. You acknowledge and agree, to the extent permitted by applicable law, that where a transaction is required to be in writing, a message or other record bearing a digital signature verifiable with reference to a Certificate is valid, effective, and enforceable to an extent no less than had the same message or record been written and signed on paper. Subject to applicable law, a digital signature or transaction entered into with reference to a Certificate shall be effective regardless of the geographic location where the Certificate is issued or the digital signature created or used, and regardless of the geographic location of the place of business of the Subscriber.
 9. Reserved.
 10. Disclaimers. YOU AGREE THAT YOUR USE OF NETWORK SOLUTIONS' SERVICE(S) IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT ALL SUCH SERVICES ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS, EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, NETWORK SOLUTIONS EXPRESSLY DISCLAIMS ALL WARRANTIES, TERMS, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NETWORK SOLUTIONS DOES NOT MAKE ANY WARRANTY, TERM, CONDITION OR REPRESENTATION THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DOES NETWORK SOLUTIONS MAKE ANY WARRANTY, TERM, CONDITION OR REPRESENTATION AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF NETWORK SOLUTIONS' SERVICES IS DONE ENTIRELY AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NETWORK SOLUTIONS OR THROUGH NETWORK SOLUTIONS' SERVICES OR NETWORK SOLUTIONS RA'S SHALL CREATE ANY WARRANTY, TERM, CONDITION OR REPRESENTATION, UNLESS IT IS EXPRESSLY MADE HEREIN. TO THE EXTENT APPLICABLE JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, TERMS, CONDITIONS OR REPRESENTATIONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. NETWORK SOLUTIONS IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY WITH RESPECT TO ANY PRODUCTS AND/OR SERVICES PURCHASED BY YOU FROM A THIRD PARTY.
 11. Indemnification. You agree to release, indemnify, defend and hold harmless Network Solutions and any Network Solutions-approved RA's, and any of their respective contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees and expenses, asserted by third parties or incurred by Network Solutions relating to or arising out of
 - (i) your failure to perform the obligations of a Relying Party in accordance with this Agreement,
 - (ii) your reliance on an nsProtect™ Secure SSL Certificate or nsProtect™ Assured Site Seal that is not reasonable under the circumstances, or

(iii) your failure to check the status of an nsProtect™ Secure SSL Certificate or nsProtect™ Assured Site Seal to determine if the nsProtect™ Secure SSL Certificate or nsProtect™ Assured Site Seal is expired or revoked. When Network Solutions is threatened with suit or sued by a third party, Network Solutions may seek written assurances from you concerning your promise to indemnify Network Solutions, your failure to provide those assurances may be considered by Network Solutions to be a material breach of this Agreement. Network Solutions shall have the right to participate in any defense by you of a third-party claim related to your use of any Network Solutions services, with counsel of our choice at your own expense. You shall have sole responsibility to defend Network Solutions against any claim, but you must receive Network Solutions' prior written consent regarding any related settlement. The terms of this Section 11 will survive any termination or cancellation of this Agreement.

12. Limitations of Liability.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, NETWORK SOLUTIONS SHALL NOT BE LIABLE TO THE RELYING PARTY (OR ANY OTHER PERSON OR ENTITY) WHETHER IN CONTRACT (INCLUDING UNDER ANY INDEMNITY OR WARRANTY), IN TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE FOR ANY LOSS OR DAMAGES INCURRED BY SUCH PARTY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF ANTICIPATED SAVINGS, LOSS OR CORRUPTION OF DATA, LOSS OF CONTRACT OR OPPORTUNITY OR LOSS OF GOODWILL, WHETHER THAT LOSS OR DAMAGE IS DIRECT, INDIRECT OR CONSEQUENTIAL. YOU AGREE THAT OUR ENTIRE MAXIMUM LIABILITY, AND YOUR EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO ANY NETWORK SOLUTIONS SSL CERTIFICATE SERVICE(S) AND/OR THIS AGREEMENT AND/OR YOUR RELIANCE ON ANY SSL CERTIFICATE SERVICES IS SOLELY LIMITED TO ANY PAYMENT, IF ANY, MADE TO YOU UNDER THE RELYING PARTY GUARANTEE ASSOCIATED WITH THE SSL CERTIFICATE SERVICES UPON WHICH YOU HAVE RELIED IN ACCORDANCE WITH THIS AGREEMENT. IN NO EVENT SHALL NETWORK SOLUTIONS, ITS LICENSORS AND CONTRACTORS (INCLUDING THIRD PARTIES PROVIDING SERVICES AS PART OF THE SUBSCRIPTION SERVICE) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF NETWORK SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN NETWORK SOLUTIONS' LIABILITY IS LIMITED TO THE FULL EXTENT PERMITTED BY LAW IN SUCH STATE.

NETWORK SOLUTIONS SHALL NOT BE LIABLE TO THE RELYING PARTY FOR ANY LOSS SUFFERED BY THE RELYING PARTY DUE TO THE SUBSCRIBER'S BREACH OF THE SUBSCRIBER AGREEMENT or EV SSL SUBSCRIBER AGREEMENT, IF APPLICABLE.

NETWORK SOLUTIONS SHALL NOT BE LIABLE TO THE RELYING PARTY FOR ANY LOSS INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, SUFFERED BY ANY PARTY DUE TO THE LOSS, THEFT, UNAUTHORIZED DISCLOSURE, UNAUTHORIZED MANIPULATION, ALTERATION, LOSS OF USE, OR ANY OTHER COMPROMISE OF ANY PRIVATE KEY USED BY THE SUBSCRIBER.

Additionally, Network Solutions' total aggregate liability to all persons under any Relying Party Guarantee associated with any given Digital Certificate or Network Solutions Site Seal shall be limited as follows:

nsProtect™ Secure Xpress - \$10,000 (or the local currency equivalent thereof);

nsProtect™ Secure Basic - \$50,000 (or the local currency equivalent thereof);

nsProtect™ Secure Advanced - \$1,000,000 (or the local currency equivalent thereof);

nsProtect™ Secure Wildcard - \$1,000,000 (or the local currency equivalent thereof);

nsProtect™ Secure EV - \$1,000,000 (or the local currency equivalent thereof);

nsProtect™ Assured Site Seal - \$50,000 (or the local currency equivalent thereof).

Any Relying Party Guarantee is subject to the terms and conditions of the Relying Party Guarantee as provided in the Repository.

13. Protection of Private Key. YOU ARE HEREBY NOTIFIED OF THE POSSIBILITY OF THEFT OR OTHER FORM OF COMPROMISE OF A PRIVATE KEY CORRESPONDING TO A PUBLIC KEY CONTAINED IN A CERTIFICATE, WHICH MAY OR MAY NOT BE DETECTED, AND OF THE POSSIBILITY OF USE OF A STOLEN OR COMPROMISED KEY TO FORGE A DIGITAL SIGNATURE TO A DOCUMENT.
14. Governing Law. This Agreement and all matters arising from, out of or connected with it, are governed by and shall be construed in accordance with Virginia law (excluding its conflict of laws rules) and the parties hereby submit to the exclusive jurisdiction and venue of the state and federal courts in Fairfax County and the Eastern District of Virginia, respectively, for the resolution of any and all disputes arising from, out of or in connection with this Agreement.

15. Severability. If any provision of this Agreement, or the application thereof, is for any reason and to any extent found to be invalid or unenforceable, the remainder of this Agreement (and the application of the invalid or unenforceable provision to other persons or circumstances) shall not be affected by such finding of invalidity or unenforceability, and shall be interpreted in a manner that shall reasonably carry out the intent of the parties.
16. Force Majeure. Except for indemnity obligations hereunder, neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed conflict, terrorist action, labor strike, lockout, boycott or other matter outside its reasonable control, provided that if the Relying Party is the party relying upon this Section 17, the Relying Party shall
 - (i) have given Network Solutions written notice thereof promptly and, where reasonably possible, in any event, within five (5) days of discovery thereof and
 - (ii) shall take all reasonable steps reasonably necessary under the circumstances to mitigate the effects of the force majeure event upon which such notice is based; provided further, that in the event a force majeure event described in this Section 17 extends for a period in excess of thirty (30) days in aggregate, the other party may immediately terminate this Agreement.
17. Survival. This Agreement shall be applicable for as long as you rely on a Certificate or Site Seal, use the OCSP service, access or use the Network Solutions database of CRL information.
18. Non-Assignment. Except as otherwise set forth herein, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at Network Solutions' option.
19. Independent Contractors. 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. This Agreement shall not 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.
20. Notices. You will make all notices, demands or requests to Network Solutions with respect to this Agreement in writing to: Attn: Chief Legal Officer, Network Solutions, LLC, 12808 Gran Bay Parkway West, Jacksonville, FL 32258.
21. Entire Agreement. This Agreement constitutes the entire understanding and agreement between Network Solutions and you with respect to the transactions contemplated herein and the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication between Network Solutions and you concerning the subject matter hereof. Neither party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein and neither party shall have any liability in relation to any representation or other assurance not expressly set forth herein, unless it was made fraudulently. Section headings are inserted for convenience of reference only and are not intended to be part of or to affect the meaning this Agreement.