

Trustwave Relying Party Agreement

YOU MUST READ THIS AGREEMENT CAREFULLY BEFORE SUBMITTING A QUERY WITH REGARD TO THE STATUS OF A DIGITAL CERTIFICATE ISSUED BY TRUSTWAVE HOLDINGS, INC. ("TRUSTWAVE") OR BEFORE ACCESSING, USING OR OTHERWISE RELYING ON INFORMATION OR SERVICES PROVIDED THROUGH TRUSTWAVE'S WEBSITE AND ONLINE CERTIFICATE STATUS PROTOCOL ("OCSP") RESPONDERS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO ACCESS, USE OR RELY UPON ANY CERTIFICATE REVOCATION LIST ("CRL"), OCSP RESPONSE INFORMATION, AND CERTIFICATE-RELATED INFORMATION AND SERVICES THAT TRUSTWAVE PROVIDES THROUGH ITS WEBSITES, CRL AND OCSP RESPONDERS. TRUSTWAVE MAY CONSEQUENTLY NOT BE HELD LIABLE FOR ANY KIND OF DAMAGES INCURRED FROM ANY SUCH ACCESS, USE OR RELIANCE.

XRamp Security Services, Inc. (successor to SecureTrust Corporation), has been acquired by and is a wholly-owned subsidiary of Trustwave Holdings, Inc. ("Trustwave").

FOR ANY INFORMATION RELATED TO THIS AGREEMENT, E-MAIL US AT ca@trustwave.com.

This Agreement becomes effective when you submit a query to search for a Trustwave Certificate, or rely on any information in the manner set forth in the preamble above.

1. Scope of this Agreement

This relying party Agreement ("this Agreement") controls the use of information provided by Trustwave as regards:

- Information provided as a result of a search for a digital certificate;
- The verification of the status of digital signatures created with a private key corresponding to a public key contained in a certificate ("the certificate validation");
- Information published on the website of Trustwave;
- Information published by the Trustwave OCSP responders;
- Any services advertised or provided through the website of Trustwave.

2. Exceptions

This Agreement does not apply to information provided in or used from demo, free, or test certificates.

3. Parties - Binding Effect

This Agreement becomes effective between Trustwave, now known as Trustwave Holdings, Inc. and the Party ("the Relying Party") when the latter submits a certificate validation query or otherwise uses or relies upon any information provided by Trustwave through its website or a certificate issued by Trustwave.

4. Quality of information – Trustwave Undertakings

Trustwave, recognizing its trusted position, shall use best efforts to ensure the Relying Party that information contained in its certificates is accurate and correct. Trustwave shall take all reasonable steps to ensure the Relying Party that information contained in its records and directories is adequate, i.e. by updating them timely.

5. Quality and Use of information - Acknowledgement

The Relying Party acknowledges that she has adequate information to decide whether to rely upon the information provided in a Trustwave certificate. This certificate shall only be relied upon and/or trusted if it is used strictly for the purpose set forth in Trustwave's CPS and applicable certificate policy(ies) therein

6. Decision on reliance – Indirect damages

The Relying Party is solely responsible for deciding whether or not to rely on the information provided by Trustwave.

The Relying Party is solely responsible for all indirect damages suffered as a result of the certificate validation or the use and reliance upon information provided by Trustwave through its website.

7. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

NO WARRANTIES OF ANY KIND INCLUDING ANY WARRANTY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSED OR ARE TO BE IMPLIED IN THE TRANSACTION EVIDENCED BY THIS AGREEMENT.

IN CASES WHERE TRUSTWAVE HAS ISSUED AND MANAGED A CERTIFICATE IN COMPLIANCE WITH THE EV GUIDELINES IN THE CASE OF EV CERTIFICATES (AS HEREINAFTER DEFINED) AND ITS POLICIES AS SET FORTH IN THE ITS CPS (AS HEREINAFTER DEFINED), TRUSTWAVE SHALL NOT BE LIABLE TO THE RELYING PARTY OR ANY OTHER THIRD PARTIES FOR ANY LOSSES SUFFERED AS A RESULT OF USE OR RELIANCE ON SUCH CERTIFICATE BEYOND THOSE SPECIFIED IN TRUSTWAVE'S CPS. IN CASES WHERE TRUSTWAVE HAS NOT ISSUED OR MANAGED A CERTIFICATE IN COMPLETE COMPLIANCE WITH THE GUIDELINES, IN THE CASE OF EV CERTIFICATES, OR ITS CPS, ITS LIABILITY FOR DAMAGES FOR ANY CAUSE OF ACTION OR LEGAL THEORY INVOLVED FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES SUFFERED SHALL IN NO CIRCUMSTANCES EXCEED \$2,000.00 IN THE AGGREGATE.

THE PARTIES AGREE THAT IN NO EVENT SHALL TRUSTWAVE BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF DATA, OR OTHER INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR IN CONNECTION WITH THE RELYING PARTY'S RELIANCE ON A CERTIFICATE OR OTHERWISE IN CONNECTION WITH THE USE, DELIVERY, LICENSE, PERFORMANCE, OR NONPERFORMANCE OF CERTIFICATES, DIGITAL SIGNATURES, OR ANY OTHER TRANSACTIONS OR SERVICES OFFERED OR CONTEMPLATED BY THIS AGREEMENT OR THE CPS.

As used herein, the "Guidelines" means the Guidelines for Extended Validation Certificates ("EV"), as adopted by the CA/Browser Forum, as amended, revised and updated from time to time.

8. CPS

Should any of the provisions of this Agreement contradict with the provisions of the CPS of Trustwave, the CPS shall prevail.

As regards to liability issues, Trustwave cannot accept any liability other than that recognized in the Trustwave CPS (Certification Practice Statement) <http://ssl.trustwave.com> that governs the use of the services of Trustwave.

9. Severability

If any provision of this Agreement, or the application thereof, shall for any reason and to any extent, be invalid or unenforceable, the remainder of these conditions and application of such provision to other persons or circumstances shall be interpreted so as best to reasonably effect the intent of the parties hereto.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THESE CONDITIONS WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR

EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

10. Dispute Settlement

Any dispute, controversy or claim arising under, in connection with or relating to this CPS, Trustwave's Websites, or any Certificate issued by Trustwave shall be subject to and settled finally by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association (AAA). All arbitration proceedings shall be held in Chicago, Illinois. There shall be one arbitrator appointed by the AAA who shall exhibit a reasonable familiarity with the issues involved or presented in such dispute, controversy or claim. The award of the arbitrator shall be binding and final upon all parties, and judgment on the award may be entered by any court having proper jurisdiction thereof. This CPS and the rights and obligations of the parties hereunder and under any Certificate issued by Trustwave shall remain in full force and effect pending the outcome and award in any arbitration proceeding hereunder. In any arbitration arising hereunder, each party to the proceeding shall be responsible for its own costs incurred in connection with the arbitration proceedings, unless the arbitrator determines that the prevailing party is entitled to an award of all or a portion of such costs, including reasonable attorneys fees actually incurred.

11. Governing Law

This Agreement will be governed by the laws of The State of Delaware, without reference to conflict of laws. Any action relating to this Agreement must be brought in the courts of The State of Illinois, and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

12. Binding Effect

Except as otherwise provided herein, this Agreement shall be binding and inure to the benefit of the successors, executors, heirs, representatives, administrators, and assigns of the parties hereto.

13. Notice

Whenever Relying Party desires or is required to give any notice, demand, or request to Trustwave with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by a courier service that confirms delivery in writing, or is mailed via registered or certified mail, postage prepaid, return receipt requested, addressed to Trustwave Holdings, Inc., Attn: Legal Dept., 70 W. Madison St., Suite 1050, Chicago, IL 60602. Such communications shall be effective when they are received.

14. Acceptance

By submitting a query to Trustwave or by relying on any information in the manner set forth in the preamble above, Relying Party agrees to be bound by this Agreement.

Document Control and References

**ATTN: Certification Practice Board
70 W. Madison St., Suite 1050
Chicago, IL 60602**

URL: <https://www.trustwave.com>
E-mail: ca@trustwave.com

Phone: 312-873-7500
Facsimile: 443-782-0470

Copyright Notice

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