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TCS Consolidated Required Contractual Terms

Version 2, incorporating all addendums up to February 17, 2015

The GÉANT Association shall contractually require each NREN to abide by the following obligations and make DigiCert a third-party beneficiary with respect to the NREN's compliance with such sections:

- 1. NREN Accounts.** The GÉANT Association shall require each NREN to treat its Account Authentication Mechanisms as Confidential Information. By accepting an Account, the Account Holder represents that each Administrator is authorized to act on behalf of the Account Holder and has the authority to communicate with DigiCert regarding the issuance of Certificates, including the authority to act as a Certificate Requester, Certificate Approver, and Contractor Signer (as defined in the EV Guidelines) and to communicate with DigiCert regarding the management of Certificates and key sets. The Account Holder may revoke this authority by sending notice to DigiCert and is responsible for periodically reviewing and reconfirming which individuals have Certificate authority. Each Account Holder must promptly notify DigiCert if it suspects that a compromise of the Account or if the Account is accessed without authorization. By creating a Participant Account, the NREN represents that the Participant is a research or education entity that participates in the NREN and is authorized by the NREN to order Certificates through an Account that is Subordinate to the NREN Account.
- 1. Compliance with Export Laws.** NRENs are required, and shall contractually require Participants, to abide by all applicable laws and regulations when marketing, selling, or providing the Services, including United States export laws. Some Certificates are not available in countries restricted by the United States Office of Foreign Assets Control (<http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>). Currently this includes Burma, Cuba, Cote d'Ivoire, Iran, Libya, North Korea, Sudan, and Syria but may change without notice.
- 2. Participant Authorization.** NREN shall contractually require each Participant to treat the Authentication Mechanisms as Confidential Information. By accepting an Account, the Account Holder represents that each Administrator is authorized to act on behalf of the Account Holder and has the authority to communicate with DigiCert regarding the issuance of Certificates, including the authority to act as a Certificate Requester, Certificate Approver, and Contractor Signer (as defined in the EV Guidelines) and to communicate with DigiCert regarding the management of Certificates and key sets. The Account Holder may revoke this authority by sending notice to DigiCert and is responsible for periodically reviewing and reconfirming which individuals have Certificate authority. Each Account Holder must promptly notify DigiCert if it suspects that a compromise of the Account or if the Account is accessed without authorization.
- 3. Intellectual Property Rights.** NRENs shall not, and will contractually require that Participants may not, obtain or claim ownership rights in (i) the Certificates, (ii) documentation provided

by DigiCert in connection with the services, (iii) DigiCert's PKI, hardware, equipment, or services, including any private keys generated or stored on DigiCert's servers, (iv) any software provided by DigiCert, including any improvements or derivative works of such software, and all of DigiCert's copyrights, patent rights, trade secret rights and other proprietary rights.

As a Registration Authority, the GÉANT Association shall require each Subscriber to agree to the following terms (which responsibility may be delegated to a NREN acting as a local Registration Authority):

1. Applicability. The terms must cover each digital certificate issued to a Subscriber under the agreement with GÉANT Association, regardless of (i) the digital certificate type (email, code signing, or TLS/SSL), (ii) when the Subscriber request the digital certificate, or (iii) when the digital certificate actually issues. The Subscriber may not request a certificate with contents that infringe on the intellectual property rights of another entity.
2. Private Key Generation. The Subscriber must keep all Private Keys confidential and use reasonable measures to protect the Private Key from disclosure. The Subscriber must request revocation of the Certificate within one working day of any suspected misuse or compromise of a Certificate or Private Key. The Subscriber must generate its key pair using one of the following methods: (i) inside a secure hardware token, (ii) using trustworthy cryptographic software on a local computer system where it is the sole user and administrator, (iii) on a computer system administered by its sponsor or a third party if (a) the key material is generated using trustworthy cryptographic software, (b) access is limited to designated individuals, who are subject to and aware of applicable privacy rules and a professional code of conduct, (c) the private key and pass phrase are not sent in clear text over a network, (d) the encrypted private key file is not sent over the network unprotected, (e) the system is located in a secure environment, where access is controlled and limited to only authorized personnel, and (f) a system does not persistently keep pass phrases or plain text private keys for longer than 24 hours.
3. IGTF Private Key Storage. Subscribers of Certificates issued as a 'Grid Certificate' must store and protect Private Keys in accordance with the applicable and current Grid policy.
4. Certificate Transparency. To ensure Certificates function properly throughout their lifecycle, the Subscriber must permit DigiCert to log SSL Certificates with a public certificate transparency database. Because this will become a requirement for Certificate functionality, Subscribers cannot opt out of this process and expressly agree to log their Certificates. Log server information is publicly accessible. Once submitted, information cannot be removed from a log server.
5. Restrictions. Subscribers may not (a) share their Certificate or Private Key with another user except where permitted by the CPS, (b) use a Certificate or Private Key to operate nuclear power facilities, air traffic control systems, aircraft navigation systems, weapons control systems, or any other system requiring failsafe operation whose failure could lead to injury, death or environmental damage, (c) modify, sub license, reverse-engineer or create a derivative work of any Certificate (except as required to use the Certificate for its intended purpose) or Private Key, (d) use or make representations about a Certificate except as allowed in the CPS, (e) impersonate or misrepresent your affiliation with any entity or use a Certificate in a manner that could reasonably result in a civil or criminal action being taken against the Subscriber or DigiCert, (f) use a Certificate to send or receive unsolicited bulk correspondence, sign or distribute any files, software, or code that may damage the operation of another's computer or that is downloaded without a user's consent, or breach

the confidence of a third party, (g) attempt to use a Certificate to issue other Certificates, except that a Subscriber may use the Certificate to create proxy certificates as defined in RFC 3820, or (h) intentionally create a Private Key that is substantially similar to a DigiCert or third party Private Key. Subscribers are solely responsible for ensuring your Certificates are renewed prior to their expiration.

6. Revocation. DigiCert may revoke a Subscriber's Certificate without notice for the reasons stated in the CPS, including if DigiCert believes that (a) the Subscriber or the Certificate's Subject requested revocation of the Certificate or did not authorize the Certificate's issuance, (b) the Subscriber or the Certificate's Subject breach its obligations under the agreement with the GÉANT Association or an NREN or fail to comply with the CPS, (c) a provision of this agreement containing a representation or obligation related to the issuance, use, management, or revocation of the Certificate terminates or is held invalid, (d) the Subscriber or the Certificate's Subject are added to a government prohibited person or entity list or are operating from a prohibited destination under the laws of the United States, (e) the Certificate contains inaccurate or misleading information, (f) the Certificate was used outside of its intended purpose or used to sign malicious software; (g) the Private Key associated with a Certificate was disclosed or compromised, (h) this agreement terminates, (i) the Certificate was used or issued, directly or indirectly, contrary to law, the CPS, or industry standards, (j) industry standards or DigiCert's CPS require revocation, or (k) revocation is necessary to protect the rights, confidential information, operations, or reputation of DigiCert or a third party.
7. Relying Party Warranties. DigiCert's Relying Party Warranty (http://www.digicert.com/docs/agreements/DigiCert_RPA.pdf) is only for the benefit of entities other than the Subscriber that act in reliance on a Certificate or a Digital Signature. Subscribers do not have rights under the warranty, including any right to enforce the terms of the warranty or make a claim under the warranty.
8. Remedy. A Subscriber's sole remedy for a defect in a Certificate is to have DigiCert use reasonable efforts to correct the defect. DigiCert is not obligated to correct a defect if (i) the Certificate was misused, damaged, or modified, (ii) the Subscriber did not promptly report the defect to DigiCert, or (iii) Subscriber has failed to abide by the GÉANT Association agreement.
9. Software and Equipment. Subscribers are solely responsible for their own conduct, software, website maintenance, operation, development, security and content, and all computers, telecommunication equipment, software, access to the Internet, and communications networks (if any) required to access and use the Certificates.
10. Warranty Disclaimers. THE CERTIFICATES, AND ANY RELATED SOFTWARE, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY LAW, DIGICERT DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DIGICERT DOES NOT WARRANT THAT ANY SERVICE OR PRODUCT WILL MEET YOUR EXPECTATIONS OR THAT ACCESS TO THE ACCOUNT WILL BE TIMELY OR ERROR-FREE. Use of a SHA-1 Certificate will result in errors displayed by Application Software Vendors.
11. Limitation on Liability. The agreement is not required to limit a party's liability for (i) death or personal injury resulting from the negligence of a party or (ii) fraud or fraudulent statements made by a party. EXCEPT AS STATED ABOVE, THE SUBSCRIBER MUST AGREE TO LIMIT DIGICERT'S MAXIMUM LIABILITY RESULTING FROM THE CERTIFICATE TO THE AMOUNT OF \$530,000. SUBSCRIBER MUST AGREE THAT DIGICERT IS NOT LIABLE FOR ANY INDIRECT,

CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OR ANY LOSS OF PROFIT, REVENUE, DATA, OR OPPORTUNITY, EVEN IF DIGICERT IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. The limitations must apply to the maximum extent permitted by law and apply regardless of (i) the reason for or nature of the liability, including tort claims, (ii) the number of claims of liability, (iii) the extent or nature of the damages, or (iv) whether any other provisions of this agreement were breached or proven ineffective.

12. Indemnification. To the extent permitted by law, Subscriber must indemnify, hold harmless, and defend DigiCert against all third party claims and all related liabilities, damages, and costs, including reasonable attorneys' fees, arising from Subscriber's breach of these terms.

FCT – Fundação para a Ciência e a
Tecnologia, IP
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