Amazon Trust Services – Certificate Subscriber Agreement

This Certificate Subscriber Agreement (this "**Agreement**") is an agreement between Amazon Trust Services, LLC ("**ATS**," "**we**," "**us**," or "**our**") and the entity ("**Subscriber**" or "**you**") submitting a Certificate Application and sets forth the terms and conditions applicable to Subscriber in using the Certificate Services. This Agreement takes effect when you submit a Certificate Application after being 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. You will adhere to all laws, rules, and regulations applicable to your use of the Certificate Services including the applicable responsibilities listed in the CP and CPS.

2. Certificate Issuance and Management

2.1. Certificate Application Processing.

Following receipt of your application, applicable payment and information and materials necessary for ATS to complete the authentication process described in the CPS, ATS will process your Certificate Application. If your Certificate Application is approved, prior to the issuance of a Certificate, Subscriber must submit a certificate signing request (CSR) in format specified by ATS. 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, ATS 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. You may also request revocation of your certificate. When requesting revocation you must provide a valid reason to appear in the certificate revocation list (CRL). The valid reasons include: keyCompromise (RFC 5280 CRLReason #1) this reason should be used when you have reason to believe that the private key of the certificate has been compromised; affiliationChanged (RFC 5280 CRLReason #3) if you have an EV certificate this reason should be used when the organization's name or other organizational information in the certificate has changed; superseded (RFC 5280 CRLReason #4) this reason should be used when you request a new certificate to replace your existing certificate; cessationOfOperation (RFC 5280 CRLReason #5) this reason should be used when you no longer own or control all of the domain names in the certificate or when you are no longer using the certificate. To the extent none of the above codes apply unspecified (RFC 5280 CRLReason #0) also constitutes a valid reason.

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 and CPS, 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 ATS, 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 ATS Private Key.

e. You acknowledge that the above warranties are for the benefit of ATS and Relying Parties. **"Relying Party"** means an entity other than you that acts in reliance on a Certificate or a Digital Signature.

4. Term; Termination

4.1. Term.

This Agreement shall remain in effect until your Certificate has expired or is earlier revoked.

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. 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 ATS trademarks, copyrights and intellectual property and derivative works of any Certificates or Certificate Services. The Certificate Services are licensed to you under a revocable, non-exclusive, non-transferable license to use, for your benefit, in accordance with the CPS and the terms of this Agreement.

6. Indemnification

6.1. General.

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 6.1, but our failure to promptly notify you will only affect your obligations under Section 6.1 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, THE CERTIFICATE SERVICES 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, INCLUDING ANY WARRANTY THAT THE CERTIFICATE SERVICES 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, NONINFRINGEMENT, 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 (I) ANY 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 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; © 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 THE LESSER OF THE AMOUNT PAID BY YOU FOR THE CERTIFICATE(S) AT ISSUE OR THE AMOUNTS PAID FOR THE CERTIFICATE SERVICES FOR THE CERTIFICATE(S) AT ISSUE IN THE LAST TWELVE (12) MONTHS BEFORE THE CLAIM AROSE; 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. The modified terms will become effective upon posting. 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. Disputes.

Any dispute or claim relating in any way to your use of the Service Offerings, or to any products or services sold or distributed by AWS will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would**. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808 The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location.

10.2. Class Action Waiver.

You and ATS each agree that any claim or dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, **you and ATS each waive any right to a jury trial**. You and ATS also agree that either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

10.3. Force Majeure.

Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes with its or its affiliates' employees, industrial disturbances, electrical or power outage, utilities or telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

10.4. 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.

10.5. (Intentionally Left Blank)

10.6. 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.

10.7. 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.

10.8. Assignment.

You may not assign this Agreement, or any rights or duties under it, directly or indirectly (e.g., by merger, consolidation, other corporate reorganization, or a transfer or sale of a controlling interest), by operation of contract, law, or otherwise, except with ATS' express, prior, written consent. Any attempted assignment that violates this Section 10.8 is a material breach and is void. Subject to the rest of this Section 10.8, this Agreement will bind and benefit the parties' successors and permitted 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. Any waivers granted under this Agreement are effective only if recorded in a writing signed by an authorized representative of the party granting such waiver.

10.10. Severability and Interpretation.

If a court of competent jurisdiction finds any part of the Agreement unenforceable, the Agreement will be deemed modified as necessary to make it enforceable, and the rest of the Agreement will be fully enforced to effect the parties' intent. This Agreement will be interpreted according to its plain meaning without presuming it should favor either party. Unless stated or context requires otherwise: (a) lists of examples following "e.g.", "including", "for example", or the like are interpreted to include "without limitation," unless qualified by words such as "only" or "solely"; (b) any monetary amounts are expressed and, if applicable, payable, in U.S. dollars; and (c) URLs are understood to also refer to successors, localizations, and information or resources linked from within websites at the specified URLs. The section headings of this Agreement are for convenience only and have no interpretive value.

10.11. Governing Law; Venue.

By using the Certificate Services, you agree that the Federal Arbitration Act, applicable federal law, and the laws of Washington State, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and ATS.

10.12. Entire Agreement; English Language.

This Agreement includes the 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 ATS 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 ATS or its third party designee in connection with this Agreement or the issuance of any Certificate including, without limitation, use of ATS's OCSP services, accessing or using an ATS CRL or Repository or relying on any ATS Certificate Information.

CP

Means the ATS Certificate Policy, as updated from time to time. The ATS CP is published at http://www.amazontrust.com/repository.

CPS

Means the ATS Certificate Practice Statement, as updated from time to time. The ATS CPS is published at http://www.amazontrust.com/repository.

CRL

Means a regularly updated time-stamped list of revoked Certificates that is created and digitally signed by ATS or its third party designee.

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 ATS CP, which enables the worldwide deployment and use of Certificates issued by ATS, 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 ATS online database containing publicly-disclosed PKI governance documents (such as the ATS CPS and CP) and Certificate status information, either in the form of a CRL or an OCSP response.

12. Document name and identification

This document is the Amazon Trust Services Subscriber Agreement. It was approved for publication by the ATS Policy Management Authority ("APPMA") and is made available at http://www.amazontrust.com/repository. The following revisions were made to the original document:

Date	Changes	Version
May 26, 2015	Initial Version	1.0
November 2, 2015	Change of entity. Change of wording in sections 4.1, 5.1, 6.1, 7, 8, 9, 10. Formatting and special characters. Updates on definitions.	1.1
September 9, 2016	Changes on sections 3.2, 10.5. Formatting and special characters.	1.2
September 21, 2022	Added CRLReasons (sec. 2.5). Changes in sections 4.2. Updated definitions. Formatting and special characters.	1.3
February 25, 2026	Added document revision table. Document formatting.	1.4