

CommScope Relying Party Agreement



CommScope Relying Party Agreement

Document Number: PR5121
Revision: v1.0
Revision Date: 3-24-2021

Table of Contents

Contents

1	Definitions, Abbreviations and Acronyms	3
2	Agreement	4
2.1	<i>Indemnity</i>	45
2.2	<i>Limitation of Liability</i>	5
2.3	<i>Termination</i>	65
2.4	<i>Miscellaneous</i>	65
2.4.1	Notice.....	65
2.4.2	Entire Agreement.....	6
2.4.3	Waiver.....	6
2.4.4	Force Majeure and Internet Frailties	6
2.4.5	Impossibility.....	6
2.4.6	Governing Law and Venue.....	76
2.4.7	Assignment.....	76
2.4.8	Severability.....	76
2.4.9	Survival.....	7
2.4.10	Third Party Beneficiaries.....	7

CommScope Relying Party Agreement

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE RELYING ON OR USING A COMMSCOPE CERTIFICATE OR ANY INFORMATION IN THE COMMSCOPE CERTIFICATE AUTHORITY REPOSITORY.

DO NOT RELY ON OR USE COMMSCOPE'S CERTIFICATE SERVICES INCLUDING COMMSCOPE'S ONLINE CERTIFICATE STATUS PROTOCOL (OCSP) SERVICES, COMMSCOPE'S CRLs, COMMSCOPE'S REPOSITORY INFORMATION, OR A COMMSCOPE-ISSUED CERTIFICATE ("CommScope PKI"), PRIOR TO READING AND ACCEPTING THIS RELYING PARTY AGREEMENT ("AGREEMENT"). If you do not agree to the terms of this Agreement, do not submit any query to, and do not download, access, use or rely on any aspect of the CommScope PKI. By submitting any query to, or otherwise downloading, accessing, using or relying on any aspect of the CommScope PKI, you are deemed to have accepted all of the terms of this Agreement, which forms a binding contract between the individual engaged in the foregoing acts and such person's employer or other principal, if acting on behalf of a third party (such individual and any such entities, collectively, "you" or "your") and CommScope.

In consideration of your agreement to the terms set forth herein, CommScope grants you the authorization to obtain and use the CommScope PKI in accordance with the terms and conditions of this Agreement:

1 Definitions, Abbreviations and Acronyms

All capitalized terms used herein but not defined below shall have the meanings assigned to them in section 1.6 of the CommScope CP/CPS located in <http://certificates.pkiworks.com/Public/Documents/>.

Application Software Supplier	A supplier of Internet browser software or other relying-party application software that displays or uses Certificates and incorporates Root Certificates.
Certificate	Digital certificates covered by this agreement.
Key Compromise	A Private Key is said to be compromised if its value has been disclosed to an unauthorized person, or an unauthorized person has had access to it.
Private Key	A private key that cryptographically corresponds to the Digital Certificate issued to the Subscriber. A digital signature generated with this private key can be validated with the public key inside the Certificate.
Publicly-Trusted Certificate	A Certificate that is trusted by virtue of the fact that its corresponding Root Certificate is distributed as a trust anchor in widely-available application software.
Relying Party	Any natural person or Legal Entity that relies on a Valid Certificate. An Application Software Supplier is not considered a Relying Party when software distributed by such Supplier merely displays information relating to a Certificate.
Subscriber	The entity who requests a Certificate. The Subscriber is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the Certificate.

2 Use of CommScope PKI

Commented [NL1]: Moved this concept above.

2.1 , You agree that prior to using a Certificate, you will:

- Use appropriate technology to verify the full certificate chain to ensure that the Certificate was issued in accordance with the policies set out in the CP/CPS
- Check the CRL/OCSP to ensure that the Certificate is valid and operational
- Assess whether use of the Certificate for a given purpose is appropriate under the circumstances
- Take any other steps which would be reasonable to take in the given circumstances

2.2 You will not, and have not right to, rely on any Certificate without at least complying with the foregoing requirements. CommScope, its suppliers and any RAs are not responsible for assessing the appropriateness of the use of the CommScope PKI or any Certificates or other information in or provided through it.

2.3 You may not use the Publicly-Trusted Certificate for any purpose other than as set forth in the relevant section of the CommScope CP/CPS for that particular class and type of Certificate. You agree to comply with the policies and procedures set out in the CommScope CPS.

2.4 CommScope shall:

- Update certificate status in the CRLs and OCSP Responder's repository by logging all Certificates revoked in the past 24 hours
- Validate the information provided by the Subscriber using the methods set forth in the CommScope CPS prior to issuing the corresponding Certificate

2.5 You, the Relying Party, acknowledge that:

- CommScope CRLs and OCSP repository do not contain a real time record of all Certificate revocations
- Security or integrity of a Subscriber Private Key which corresponds to a Public Key contained in a Certificate may be compromised due to an act or omission of a third party which has not been authorized by CommScope, and you agree that CommScope shall not be liable for any losses suffered as a result of such compromise
- CommScope relies upon authorization records, government records, third party business databases and domain name services to validate information contained in Publicly-Trusted Certificates and Relying Party agrees that CommScope shall not be liable for loss suffered as a result of inaccuracies or deficiencies contained in those records or databases or inaccurate information supplied by providers of domain name services or any other third party

2.7 You must ensure that each Certificate is valid and not revoked prior to relying on the Certificate. CommScope makes Certificate validity information available through its Repository. The Repository is available on as "as is" and "as available" basis over publicly accessible networks. CommScope excludes any warranty as to the availability of the Repository and reserves the right to exclude access to or close the Repository without notice at any time.

2.8 You will not, and have no right to, monitor, interfere with or reverse engineer the CommScope PKI or any Certificates or other information in or provided through it, or otherwise intentionally compromise the security of the CommScope PKI.

CommScope Relying Party Agreement

2.9 As between the parties, the CommScope PKI and all content in it or provided through it and all intellectually property and other proprietary rights in the CommScope PKI and such content is owned solely by CommScope or its suppliers or licensors and it protected by U.S. and international intellectual property laws and other laws.

3. Indemnity

3.1 You agree to indemnify, defend and hold harmless CommScope and its affiliates, agents, directors, shareholders, officers, agents, employees, successors and assigns, and any third-party CA or RA provide services to CommScope or any of its affiliates in relation to this Agreement from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorney's fees and expenses) arising from:

- Your failure to perform the obligations of a Relying Party in accordance with this Agreement
- Your reliance on a Certificate that is not reasonable under the circumstances
- Your failure to check the status of a Certificate to determine if the Certificate is expired or revoked

You shall:

- Keep CommScope informed of the progress of such litigation or settlement
- Not have any right to settle any claim without CommScope's consent, which shall not be unreasonably withheld, if such settlement results in anything other than a monetary payment by you
- Allow CommScope to participate in the defense of a claim with counsel of its choice at its own expense.

2.1 Limitation of Liability

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.

THE COMMSCOPE PKI IS PROVIDED BY COMMSCOPE ON AN "AS IS" AND "AS AVAILABLE" BASIS AND EXCEPT AS SPECIFICALLY SET FORTH HEREIN, COMMSCOPE AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE COMMSCOPE PKI. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMMSCOPE AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES WHETHER EXPRESS OR IMPLIED AND OR OTHERWISE, INCLUDING . WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

COMMSCOPE WILL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MIGHT OCCUR UNDER THIS AGREEMENT OR THROUGH THE USE OF A CERTIFICATE. THIS WAIVER INCLUDES ANY DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA. THIS LIMITATION SHALL APPLY EVEN IF COMMSCOPE IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. COMMSCOPE DOES NOT GUARANTEE THAT THE CERTIFICATES, ITS SERVICE, OR ITS REPOSITORY INFORMATION WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR THAT ACCESS TO ITS REPOSITORY OR CERTIFICATES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM VIRUSES OR ERROR-FREE. YOUR USE OF THE COMMSCOPE PKI IS AT YOUR SOLE RISK.

COMMSCOPE AND ITS AFFILIATES MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES OR ANY KIND OR NATURE ARISING OUT OF THIS AGREEMENT WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED \$100. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSION OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

CommScope Relying Party Agreement

COMMSCOPE DISCLAIMS LIABILITY TO RELYING PARTIES FOR ANY LOSSES OR DAMAGES OF ANY KIND SUFFERED AS A RESULT OF USE OR RELIANCE ON A CERTIFICATE BEYOND THOSE SPECIFIED IN THE COMMSCOPE CP/CPS.

2.2 Termination

CommScope may terminate its obligations with respect to this Agreement at any time for convenience. Notice of the termination shall be made by posting the notice on the CommScope website.

If this Agreement is terminated for any reason then you must not use or access the CommScope PKI or rely on a Certificate or any service provided by CommScope. Upon termination, all of CommScope's obligations hereunder shall cease.

2.3 Miscellaneous

2.3.1 Notice.

All notices, questions, and requests shall be in writing and in English. Notices shall be made by first class mail, return receipt requested, sent to CommScope Policy Authority by postal mail or email at the addresses specified in the CommScope CP/CPS section 1.5.

2.3.2 Entire Agreement.

This Agreement with all documents referred to herein shall constitute the entire agreement between you and CommScope with respect to your use of the CommScope PKI or a CommScope-issued Certificate. This Agreement shall supersede any other existing agreements between you and CommScope, whether oral or written, with respect to the subject matter hereof. CommScope reserves the right to amend this Agreement and the CommScope CP/CPS at any time without prior notice to you. All such amendments shall be made by posting the amended CP/CPS or the amended Agreement on the website. The amendment shall be effective as of the date of posting.

2.3.3 Waiver.

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

2.3.4 Force Majeure and Internet Frailties.

Any delays in or failure by either party in the performance of any obligation under this Agreement shall be excused to the extent that such failure or delay is caused by occurrences beyond such party's reasonable control, including acts of God, storms, hurricane, earthquakes, riots, war (whether declared or not), sabotage, interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, and any other cause that cannot reasonably be foreseen or controlled by such party. Each party acknowledges that the Internet consists of a series of networks that are subject to failures and errors. In no event shall either party be liable for or as a result of any such failures or errors.

2.3.5 Impossibility.

Neither party shall be liable for failing to fulfill any provision of this Agreement that is rendered impossible as a result of an operation of law or because of an act of a government or political subdivision having jurisdiction over the party or over a parent of the party.

CommScope Relying Party Agreement

2.3.6 Governing Law and Venue.

This Agreement shall be interpreted and construed under the laws of the State of New York without regard to any conflicts of law principles. Any claims or legal actions by one party against the other arising under this Agreement shall be commenced in the courts, both State and Federal, of the State of New York. Both parties hereby submit to the jurisdiction and venue of any such court.

2.3.7 Assignment.

You may not assign, in whole or in part, its rights, duties, or obligations under this Agreement to any person or entity. Any attempt to do so shall be void and shall be a material breach of this Agreement. CommScope may assign this Agreement in its sole discretion.

2.3.8 Severability.

If any provision of this Agreement is determined to be invalid or unenforceable under any applicable statute or rule of law, then the provision shall be reformed to the minimum extent necessary to cause the provision to be valid and enforceable. If reformation is not possible, then the provision shall be deemed omitted and the balance of the Agreement shall remain valid and enforceable.

2.3.9 Survival.

All provisions of this Agreement relating to confidentiality, proprietary rights, indemnification, and limitations of liability shall survive the termination of this Agreement.

2.3.10 Third Party Beneficiaries.

There are no third party beneficiaries under this Agreement. Subscribers are not considered Relying Parties or covered person's under this Agreement.