

# Micros Internal SSL Relying Party Agreement

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

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE OR RELY UPON ANY CRL, INFORMATION, AND SERVICES THAT MICROS OR TRUSTWAVE PROVIDES THROUGH ITS WEBSITE. MICROS MAY CONSEQUENTLY NOT BE HELD LIABLE FOR ANY KIND OF DAMAGES INCURRED FROM ANY SUCH USE OR RELIANCE.

FOR ANY INFORMATION RELATED TO THIS AGREEMENT, E-MAIL US AT [ca-support@micros.com](mailto:ca-support@micros.com).

This Agreement becomes effective when you submit a query to search for Micros 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 Micros 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 MICROS and Trustwave ;
- Any services advertised or provided through the website of MICROS and 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 MICROS and You ("the Relying Party") when the latter submits a certificate validation query or otherwise uses or relies upon any information provided by MICROS or Trustwave through their websites or a certificate issued by MICROS.

## 4. Quality of information – MICROS Undertakings

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

## 5. Quality and Use of information - Acknowledgement

The Relying Party acknowledges that he/she has adequate information to decide whether to rely upon the information provided in MICROS certificate. The certificate shall only be relied upon and/or trusted if it is used strictly for virtual private networking to a Micros's device or system pre-authorized by MICROS. In no event shall any certificate be used, relied upon or trusted for digital, signing or non-repudiation.

## **6. Decision on reliance – Indirect damages**

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

## **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 MICROS HAS ISSUED AND MANAGED A CERTIFICATE IN COMPLIANCE WITH THE EV GUIDELINES IN THE CASE OF EV CERTIFICATES (AS HEREINAFTER DEFINED) AND/OR ITS POLICIES AS SET FORTH IN THE ITS CPS (AS HEREINAFTER DEFINED), MICROS 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 MICROS'S CPS. IN CASES WHERE MICROS 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 AS A RESULT OF THE USE OR RELIANCE ON SUCH CERTIFICATE BY ANY APPROPRIATE MEANS SHALL IN NO CIRCUMSTANCES EXCEED \$2,000.00 PER CERTIFICATE.

THE PARTIES AGREE THAT IN NO EVENT SHALL MICROS 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 MICROS, the CPS shall prevail.

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

## **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. Governing Law**

This Agreement will be governed by and interpreted in accordance with the laws of the State of Maryland, USA, excepting the conflict of law rules of the State of Maryland, as if this contract were made and to be performed entirely within the State of Maryland. The parties mutually consent to exclusive jurisdiction and venue in the state and federal courts sitting in the State of Maryland.

### **11. 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.

### **12. Notice**

Whenever Relying Party desires or is required to give any notice, demand, or request to MICROS 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 Micros, Attn: Director of Technical Services, 7031 Columbia Gateway Drive Columbia, MD 21046-2289.

Such communications shall be effective when they are received.

### **13. Acceptance**

By submitting a query to MICROS or 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.