

**DIGITAL CERTIFICATE SUBSCRIBER AGREEMENT
 (for Wi-Fi Alliance CERTIFIED Passpoint™ Server Certificates)
 for Server Test Bundle Implementations in Compliance with the
 Wi-Fi Alliance Specifications**

This Digital Certificate Subscriber Agreement (“Agreement”), is made effective as of _____ (the “Effective Date”) by and between Kyrio, Inc., a trade name of NetworkFX, Inc., a wholly-owned subsidiary of Cable Television Laboratories, Inc., (“Kyrio™”) a Delaware corporation with offices at 858 Coal Creek Circle, Louisville, Colorado 80027-9750, PHONE: 303-661-3438; FAX: 303-664-8156 and the party identified below (“Subscriber”).

Organization Name: (Full Legal Name of Entity executing this Agreement)	Legal Contact:
Main Corporate Headquarters Address: (city, state or province, postal code, country)	Title:
	Phone:
	Fax:
	E-mail:

Kyrio maintains and operates a Public Key Infrastructure (PKI) on behalf of the Wi-Fi Alliance (“WFA”) for issuing Digital Certificates that may be embedded into server implementations in compliance to WFA specifications and in conformance to the Wi-Fi CERTIFIED Passpoint™ program (the “Specifications”).

Kyrio, on behalf of WFA, hereby grants to Subscriber authorization to obtain and embed Digital Certificates into server implementations built to the Specifications in accordance with the terms and conditions of this Agreement.

SUBSCRIBER HAS READ AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE TERMS CONTAINED ON THE FOLLOWING PAGES HEREOF.

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have entered into this Agreement as of the Effective Date.

KYRIO, INC.	SUBSCRIBER NAME:
By:	Signature:
Name:	Name:
Title:	Title:

Agreement

1.0 Definitions

- 1.1. “Certificate Manager” means a service manager identified by Kyrio that manages certain aspects of the WFA PKI, such as, but not limited to, hosting the PKI Root Certification Authority (CA). In the event Kyrio does not identify the Certificate Manager, the Certificate Manager shall be the entity that hosts the CA from which Subscriber receives its digital certificates.
- 1.2. “Compliant” means that the Server implementation is, in WFA’s ultimate and reasonable determination, materially constructed to the Specifications.
- 1.3. “Digital Certificate” means those server implementation digital certificates as described in the Specifications.
- 1.4. “Public Key Infrastructure” (PKI) means the architecture, organization, techniques, practices, and procedures that collectively support the implementation and operation of a digital certificate-based public key cryptographic system.
- 1.5. “Wrongful Use” means Subscriber has knowingly or with gross negligence embedded a Digital Certificate in a server implementation or any other product or application that is not Compliant.

2.0 Digital Certificate Authorization

- 2.1. Upon receipt of a complete and executed Agreement, payment of appropriate fees (see Section 5.0), the Subscriber’s information (see Exhibit A), a Certificate Signing Request (CSR) for each certificate needed (see Exhibit B), and verification of Subscriber’s identity for security purposes, Kyrio, as authorized agent of WFA, authorizes Subscriber to receive Digital Certificates issued from the Kyrio WFA PKI.

3.0 Use of Digital Certificates and Request/Receipt of Certificates

- 3.1. **Production Digital Certificates.** Subscriber may, upon payment and authorization, as specified in this Agreement, download and use Kyrio WFA Digital Certificates.
- 3.2. **Embedding of Digital Certificates.** Subscriber shall not embed or otherwise use the Digital Certificates in any server implementation that is not Compliant. Subscriber shall not embed or otherwise use any Digital Certificate associated with a private key that Subscriber knows or should have known was stolen, intercepted or otherwise compromised in any way.
- 3.3. **Security of Digital Certificate Private Keys.** Subscriber shall safeguard the Digital Certificate private keys to ensure that the private keys are not lost, stolen, embedded in a product other than a server implementation, or otherwise used in a manner that may compromise, or actually does compromise, the Kyrio WFA PKI, as WFA may determine in its sole discretion.
- 3.4. **No Other Rights.** WFA retains all right, title, and interest in and to its trademarks. Kyrio retains all rights, title and interest in the Kyrio WFA Root, intermediate certification authorities and Digital Certificates. Kyrio grants no rights, title or interest in any trademark, trade name, service mark, business name or goodwill of Kyrio.

4.0 Term and Termination

- 4.1. **Term.** The term of this Agreement shall begin on the Effective Date and shall continue until terminated earlier under the provisions of this Section.

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- 4.2. **Termination by Subscriber.** Subscriber may terminate this Agreement, with or without cause, by giving Kyrio sixty days written notice of such termination.
 - 4.3. **Termination by Kyrio.** Kyrio may terminate this Agreement for material breach of this Agreement by Subscriber, where such breach is not cured within sixty days of notice to Subscriber; or, where such breach is incapable of cure at the time of the material breach. Examples of breach include, but are not limited to: Digital Certificate private keys have been lost, stolen, intercepted or otherwise compromised in any way, a court or governmental agency orders Kyrio or WFA to revoke Subscriber authorization, or a series of non-material breaches of this Agreement by Subscriber.
 - 4.4. **Termination for Wrongful Use.** If this Agreement is terminated due to Wrongful Use, in addition to revoking Kyrio' authorization for Subscriber to receive Digital Certificates, Kyrio shall receive all revenue Subscriber receives from Wrongful Use. Kyrio' receipt of revenue from Wrongful Use is in addition to any damages Kyrio is entitled to receive by law.
 - 4.5. **Effect of Termination or Certificate Revocation.** If this Agreement is terminated, or a Digital Certificate is revoked, Subscriber shall discontinue using such Digital Certificate(s) and cease embedding or otherwise using such Digital Certificate(s) in any or all affected server implementations. Subscriber shall keep secret or destroy any unused or revoked Digital Certificates and any associated private keys, and take such other action as is reasonably directed by Kyrio acting on behalf of WFA. Notwithstanding any termination of this Agreement, any un-revoked Digital Certificate(s) used in server implementations that are no longer under the control of Subscriber shall be valid until the expiration of their validity period as stated in the Specifications.

5.0 Fees

5.1. Fees. Subscriber elects to pay as checked below:

(a) Subscriber shall pre-pay to Kyrio the price for all certificates. The price for the package of server test bundle certificates (see Exhibit B) is \$2000 USD. Kyrio may, upon thirty (30) days prior notice, modify the Fees payable for the renewal of these certificates in two years, provided that such change shall not exceed an amount commensurate with any increase in Kyrio' costs (including, but not limited to, the cost of inflation). All payments made to Kyrio are to be made in U.S. dollars.

(b) Subscriber shall order certificates through Tessco. In the event Subscriber orders through Tessco, Subscriber remains liable for all payments to Kyrio for the certificates. In the event Kyrio is not paid within thirty (30) days then Subscriber agrees to pay an additional fee of \$100 USD for each month Kyrio is not paid. Kyrio may revoke the certificates if it is not paid all money owed within three (3) months of Subscriber receipt of the certificates.

- 5.2. **Applicable Taxes.** The Fees paid by Subscriber hereunder are exclusive of, and Subscriber shall pay, all sales, use, value added, excise, income tax, withholding tax, and any other taxes or charges (other than Kyrio or WFA income taxes or other such taxes directly related to their businesses, such as payroll taxes) that may be levied upon either party by taxing authorities other than the United States in connection with this Agreement and shall pay all income taxes that may be levied upon Subscriber.

6.0 Warranty, Indemnity, Limitation of Liability

- 6.1. Subscriber warrants that the Subscriber's server implementation is built to the Specifications and is otherwise entitled to receive the Digital Certificates.
- 6.2. **Disclaimer of Warranties.** THE DIGITAL CERTIFICATES, USE OF WHICH IS AUTHORIZED HEREUNDER, ARE PROVIDED "AS IS" AND KYRIO, THE CERTIFICATE MANAGER AND WFA DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED

WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, ACCURACY, SECURITY, OR NON-INFRINGEMENT.

- 6.3. **Indemnification.** In addition to those Indemnifications required in the Kyrio Wi-Fi Alliance Passpoint Certificate Policy, Subscriber shall indemnify and hold harmless Kyrio, WFA, the Certificate Manager and their respective, directors, employees, and agents, for any claim arising from or related to Subscriber's use and implementation of the Digital Certificates, including, without limitation, Wrongful Use. Such indemnification obligations shall be subject to: (i) Kyrio, WFA, and/or the Certificate Manager notifying Subscriber, in writing of any such claim and (ii) Subscriber having the sole control of the defense and all negotiations for any settlement or compromise of such claim, provided, however, that Kyrio, WFA, and/or the Certificate Manager may participate in such defense using counsel of its own choice and at its sole expense.
- 6.4. **Limitation of Liability.** WITH THE EXCEPTION OF SUBSCRIBER'S GROSS NEGLIGENCE, WILLFUL ACTS OR "WRONGFUL USE", IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES WHICH REFLECT LOST BUSINESS, PROFITS OR REVENUE OBTAINED OR LOST, OR THE COSTS OF RECONSTRUCTING DATA OR REBUILDING SERVER IMPLEMENTATIONS, WHETHER DAMAGES OF THIS NATURE WERE FORESEEABLE OR NOT, AND EVEN IF THAT PARTY HAD BEEN ADVISED THAT DAMAGES OF THIS NATURE WERE POSSIBLE.
- 6.5. **Subscriber Liability for Subscriber Supplied Information.** Subscriber is solely liable for the resulting Digital Certificates created from the information Subscriber provides in the exhibits attached hereto and incorporated by this reference. Failure to completely and correctly complete the exhibits will result in incorrect Digital Certificates which may require Subscriber to purchase additional Digital Certificates.

7.0 General

- 7.1. **Notices.** Any notices, required or permitted to be made or given to either party pursuant to this Agreement shall be in writing and shall be delivered to the address set forth on the first page or in Exhibit A, or to such other address as the receiving party may have designated by written notice given to the other party. Legal notices shall be sent to the person listed as the Legal Contact. Technical notices shall be sent to the name listed as the Technical Contact.
- 7.2. **Export.** Subscriber shall not export or re-export (directly or, knowingly indirectly) any Digital Certificates, documentation, or other technical data without complying with the U.S. Export Administration Act and the associated regulations.
- 7.3. **Audit.** Kyrio or its duly authorized representatives shall be permitted, upon reasonable notice, and subject to appropriate non-disclosure terms, to inspect all records pertaining to the Digital Certificates, including, without limitation, records related or pertaining to the security, usage, and distribution of the Digital Certificates. The inspections may be made notwithstanding termination of this Agreement while any outstanding claim remains unsettled in the view of either party. In the event Kyrio needs to conduct an audit due to a discrepancy discovered in a prior audit, Kyrio may charge Subscriber for reasonable airfare, meals and lodging for such subsequent audit.
- 7.4. **Irreparable Harm.** Subscriber acknowledges and agrees that due to the unique and sensitive nature of the use of the Digital Certificates authorized hereunder, including any private keys therein, there can be no adequate remedy at law for breach of Subscriber's obligations hereunder, that such breach or unauthorized use or release of the Digital Certificates will cause material damage and result in irreparable harm. Therefore, upon any such breach or any threat thereof, Kyrio shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

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- 7.5. **Waiver.** Any waiver by either party hereto of any breach of this Agreement shall not constitute a waiver of any subsequent or other breach.
- 7.6. **Survival.** Sections 1, 4.4, 4.5, 6, 7.2, 7.3, 7.4, 7.6, 7.9 and 7.10 shall survive any termination of the Agreement.
- 7.7. **Assignment.** Subscriber may not assign this Agreement without the express, prior written approval of Kyrio.
- 7.8. **Third Party Beneficiaries.** WFA and the Certificate Manager are the sole third party beneficiaries of this Agreement.
- 7.9. **Entire Agreement/Severability/Amendments.** This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided herein. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by both parties hereto.
- 7.10. **Governing Law; Forum.** This Agreement shall be construed in accordance with the law of the state of Colorado, without regard to its conflict of laws rules. The Parties hereby agree to exclusive jurisdiction and venue in the federal/state courts located in the city and county of Denver, Colorado.

EXHIBIT A
SUBSCRIBER'S INFORMATION

Notes:

- 1) Fields marked with (*) are compulsory for the specified section.
- 2) When entering phone or fax numbers ensure that you **include country and area codes**.
- 3) **Organization name** is a compulsory field and it is recommended it be the **legally registered business name**.
 - a. Use of special characters such as () & * % \$ # @ ! + = ^ is not permitted.

CORPORATE INFORMATION:

Organization Name*: (Full Legal Name)
Legal Headquarters Address*: (city, state or province, postal code, country)
D-U-N-S Number: Providing your DUNS number in advance can assist in the Authentication process. If you do not know your company's D-U-N-S number, you can look it up at http://www.dnb.com . Note: The Legal Company Name and Corporate Address listed above must match the information that is listed in the D-U-N-S Database.

SUBSCRIBER'S TECHNICAL CONTACT

This is a technical contact, typically in development engineering, authorized to discuss technical issues related to the PKI with Kyrio.

First Name*:	Last Name*:
Title*:	E-mail*:
Phone*:	Fax:

SUBSCRIBER'S BILLING CONTACT:

This is the person responsible for payment and notifying Kyrio of any billing changes, for example an accounts payable representative.

First Name*:	Last Name*:
Title*:	E-mail*:
Phone*:	Fax:
Address*:	City and State*:
Zip/Postal Code*:	Country*:

EXHIBIT B
WFA SERVER CERTIFICATE PACKAGE

IDT-cert-RootCA.pem
IDZ2-cert-InterCA.pem
IDZ6-cert-InterCA.pem
IDQ-cert-c2-ARU.pem
IDQ-cert-c2-RKS.pem
IDR2-cert-c2-ARU.pem
IDR2-cert-c2-RKS.pem
IDQ-cert-c4-ARU.pem
IDQ-cert-c4-RKS.pem