

NASA PKI Subscriber Agreement

YOU MUST READ THIS NASA PUBLIC KEY INFRASTRUCTURE (PKI) SUBSCRIBER AGREEMENT BEFORE APPLYING FOR, ACCEPTING, OR USING A NASA PUBLIC KEY CERTIFICATE. IF YOU DO NOT AGREE TO THE TERMS OF THIS SUBSCRIBER AGREEMENT, DO NOT APPLY FOR, ACCEPT, OR USE THE NASA CERTIFICATE.

THIS NASA PKI SUBSCRIBER AGREEMENT will become effective on the date you submit the certificate application to the designated Registration Authority (RA). By submitting a certificate application you are requesting that the NASA Certification Authority (CA) issue a public key certificate to you and are expressing your agreement to the terms of this Subscriber Agreement.

NASA Agency-Wide PKI Policy is governed by the X.509 Certificate Policy for NASA PKI. This policy document is published on the Internet at <http://nasaca.nasa.gov/x509.html>. NASA Public Key Certificate Management Procedures (i.e., issuance, use and revocation of certificates) are described in the Certification Authority (CA) Certification Practice Statement which is incorporated by reference into this Subscriber Agreement. The NASA CA Certification Practice Statement is published on the Internet at <http://nasaca.nasa.gov/cacps.html>.

NASA CERTIFICATES ARE DEEMED GOVERNMENT SUPPLIED EQUIPMENT, AND AS SUCH, ALL PKI USERS, AS SUBSCRIBERS AND/OR RELYING PARTIES ARE BOUND BY NASA REGULATIONS ON THE USE OF GOVERNMENT PROVIDED EQUIPMENT.

CERTIFICATES ARE NOT TO BE USED FOR CLASSIFIED INFORMATION, ONLY NASA INFORMATION THAT IS SENSITIVE BUT UNCLASSIFIED.

FAILURE TO ABIDE BY NASA CERTIFICATE POLICIES AND PRACTICES MAY CONSTITUTE GROUNDS FOR REVOCATION OF CERTIFICATE PRIVILEGES, ADMINISTRATIVE ACTION AND/OR CIVIL OR CRIMINAL PROSECUTION.

WITHIN THE NASA CERTIFICATION AUTHORITY (CA) DOMAIN, ALL PKI USERS ARE BOTH SUBSCRIBERS AND RELYING PARTIES. IN THIS CA DOMAIN, PURSUANT TO THE NASA CERTIFICATION AUTHORITY (CA) CERTIFICATION PRACTICE STATEMENT (CPS), **ALL PKI USERS, AS SUBSCRIBERS, ARE OBLIGED TO:**

- make true representation at all times to both the NASA CA and RA regarding information in their certificates and other identification and authentication information.
- use certificates exclusively for legal and authorized NASA business, consistent with the applicable certificate policy and the NASA CA Certification Practice Statement.
- protect private decryption keys and private signing keys by storing them either on a hardware token or a diskette stored separately from the computer, when not in use.
- protect their user password, by not writing it down. If a subscriber is concerned about not remembering the password, he/she may store a written copy in a locked drawer.

- inform their local RA within 48 hours of a change to any information included in their certificate or certificate application request.
- inform their local RA within 8 hours of a suspected compromise of one/both of their private keys.
- inform the RA when he/she no longer requires the certificate, this includes job transfer, extended leave, resignation or termination of employment

ALL PKI USERS, AS RELYING PARTIES ARE OBLIGED TO:

- restrict reliance on certificates issued by the NASA CA to appropriate uses for those certificates, in accordance with the X.509 Certificate Policy for NASA PKI and in accordance with the NASA CA Certification Practice Statement.
- verify certificates, including use of CRLs and ARLs, taking into account any critical extensions.
- trust and make use of certificates only if a valid certificate chain is established between the relying party and the certificate subject.

AS SUBSCRIBERS AND/OR RELYING PARTIES, YOU AGREE TO USE THE NASA PUBLIC KEY CERTIFICATE AND ANY RELATED NASA PKI SERVICES ONLY IN ACCORDANCE WITH THE NASA CERTIFICATE AUTHORITY CERTIFICATION PRACTICE STATEMENT AND THE X.509 CERTIFICATE POLICY FOR NASA PKI.

YOU DEMONSTRATE YOUR KNOWLEDGE AND ACCEPTANCE OF THE TERMS OF THIS SUBSCRIBER AGREEMENT BY EITHER (1) SUBMITTING AN APPLICATION FOR A CERTIFICATE TO THE LOCAL NASA RA OR (2) USING A NASA CERTIFICATE, WHICHEVER OCCURS FIRST.

NASA WARRANTIES, LIMITATIONS ON WARRANTIES AND DISCLAIMERS

THE NASA CA, RAs AND NASA ASSUMES NO LIABILITY WHATSOEVER IN RELATION TO THE USE OF NASA PKI CERTIFICATES OR ASSOCIATED PUBLIC/PRIVATE KEY PAIRS FOR ANY USE OTHER THAN THE USES DESCRIBED IN THE X.509 CERTIFICATE POLICY FOR NASA PKI AND THE NASA CA CERTIFICATION PRACTICE STATEMENT.

NASA, ITS EMPLOYEES, OR AGENTS MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED OTHER THAN AS EXPRESSLY STATED IN IDENTIFIED IN THE X.509 CERTIFICATE POLICY FOR NASA PKI AND THE NASA CA CERTIFICATION PRACTICE STATEMENT.

PURSUANT TO THE NASA CA CERTIFICATION PRACTICE STATEMENT, NASA, THE NASA CA AND RAs ARE NOT LIABLE FOR ANY LOSS:

- of CA or RA service due to war, natural disasters or other uncontrollable forces.
- incurred between the time a certificate is revoked and the next scheduled issuance of a CRL.

- due to unauthorized use of certificates issued by the NASA CA, and use of certificates beyond the prescribed use defined by the X.509 Certificate Policy for NASA PKI and the NASA CA Certification Practice Statement.
- caused by fraudulent or negligent use of certificates and/or CRLs and/or ARLs issued by the NASA CA.
- due to disclosure of personal information contained within certificates and revocation lists.

THE NASA CA AND RAs DISCLAIM ALL WARRANTIES AND OBLIGATIONS OF ANY TYPE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF ACCURACY OF INFORMATION PROVIDED (EXCEPT THAT IT CAME FROM AN AUTHORIZED SOURCE), AND FURTHER DISCLAIM ANY AND ALL LIABILITY FOR NEGLIGENCE AND LACK OF REASONABLE CARE ON THE PARTS OF SUBSCRIBERS AND RELYING PARTIES.

NASA, THE NASA CA AND RAs, DISCLAIM ANY LIABILITY OF ANY KIND WHATSOEVER FOR ANY AWARD, DAMAGES OR OTHER CLAIM OR OBLIGATION OF ANY KIND ARISING FROM TORT, CONTRACT OR ANY OTHER REASON WITH RESPECT TO ANY SERVICE ASSOCIATED WITH THE ISSUANCE, USE OF, OR RELIANCE UPON, THE NASA PKI CERTIFICATE OR ITS ASSOCIATED PUBLIC/PRIVATE KEY PAIR, IN EXCESS OF \$10,000 PER INSTANCE OF USE BY A SUBSCRIBER OR RELYING PARTY. CLAIMS MUST BE DEEMED VALID BY THE NASA POLICY AUTHORITY (PA).

REQUESTERS, RELYING PARTIES, AND CROSS-CERTIFIED CAs ARE NOT ELIGIBLE FOR COMPENSATION CLAIMS FOR LOSSES RESULTING FROM INAPPROPRIATE OR FRAUDULENT USE OF THIS PKI.

IN ADDITION, THE NASA CA AND RAs ARE NOT AN INTERMEDIARY TO TRANSACTIONS BETWEEN SUBSCRIBERS AND RELYING PARTIES. CLAIMS AGAINST THE NASA CA AND/OR RA ARE LIMITED TO SHOWING THAT THE CA OR RA OPERATED IN A MANNER INCONSISTENT WITH X.509 CERTIFICATE POLICY FOR NASA PKI AND THE NASA CA CERTIFICATION PRACTICE STATEMENT.