

# THE U.S. HIGHER EDUCATION ROOT

(USHER)

## CERTIFICATE AUTHORITY

## SUBSCRIBER AGREEMENT

This agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by the Advanced Infrastructure for Research and Education LLC (“AIRE”) and

---

(the “Subscriber”). (Each of AIRE and Subscriber is a “Party” and collectively the “Parties.”) BY EXECUTING THIS AGREEMENT EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS CAREFULLY READ AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND FURTHER ACKNOWLEDGES THAT IT WILL BE BOUND LEGALLY BY THE TERMS AND CONDITIONS HEREIN.

### 1. Definitions

“Authority Certificate” means a certificate in which the CA bit is set.

“CA” means a certificate authority.

“CSR” means certificate signing request.

“CRL” means certificate revocation list.

“CP” means a certificate policy.

“USHER” means the U.S. Higher Education Root, an activity organized and operated by AIRE.

“USHER PA” means the USHER Policy Authority as duly appointed by AIRE from time to time.

“USHER Subscriber” means an entity (including Subscriber) that is a party to a Subscriber Agreement with AIRE permitting it to acquire one or more CA certificates from AIRE through USHER.

“PKI” means public key infrastructure.

### 2. USHER

AIRE has established USHER to facilitate inter-institutional reliance on PKI certificates. USHER CA1 is a CA created and managed by the USHER PA to encourage the broad adoption

of PKI technology in a manner that builds upon authentication policies and practices that already exist within the higher education and research community. The purpose, role, certification policy, and operations of USHER are set forth in more detail in documents available on the USHER website (<http://www.usherca.org>) as such documents may be amended from time to time by the USHER PA.

3. USHER Subscription

This Agreement describes the terms and conditions under which the Subscriber may acquire one or more CA certificates from AIRE through USHER. The USHER PA has defined certain recommended policies and standards (“Subscriber Expected Practices”) that it encourages Subscribers to follow in order to increase reliance by other USHER Subscribers on certificates issued by the Subscriber. The Subscriber Expected Practices in effect as of the Effective Date are set forth in Exhibit A. Subscriber understands that the USHER PA may from time to time change the Subscriber Expected Practices by updating the Subscriber Expected Practices document on the USHER website. Subscriber further understands and acknowledges that the Subscriber Expected Practices are expectations, but not requirements, of USHER Subscribers and that AIRE makes no representation or warranty that any other USHER Subscriber adheres to the Subscriber Expected Practices. Subscriber acknowledges that AIRE does not conduct its own review or due diligence concerning the policies or practices of Subscribers.

4. Legal Form of AIRE

AIRE is organized and operated as a Delaware limited liability company (LLC). AIRE’s sole member is University Corporation for Advanced Internet Development, Inc. d/b/a Internet2 (“Internet2”), a District of Columbia not-for-profit Corporation. AIRE’s purpose is to create and operate services, projects, and programs for the higher-education, research and education community which encourage the intra- and inter-institutional use of advanced Internet technology infrastructure.

5. Interest and Rights in AIRE

By entering into this Agreement, Subscriber (i) agrees that its subscription to AIRE services shall not provide Subscriber with any right or interest in AIRE or its assets and (ii) acknowledges that it has the opportunity to review the LLC Agreement by request to AIRE at the email address on the USHER website.

6. Subscriber Classes and Fees

- a. *Classes of Subscribers.* The USHER PA defines, and may change from time to time, different classes of USHER Subscribers. Different classes may receive different services, may have different roles in USHER activities, and may be liable for different fees and/or dues. Currently defined classes are U.S. Higher Education Institutions and Sponsored Partners (as defined on the USHER website).

Subscriber is primarily (check only one):

U.S. Higher Education Institution [  ] Sponsored Partner [  ]

b. *Subscriber Fees.*

Subscriber fees are assessed on a one-time or annual basis and are neither prorated nor refundable.

- i. Registration Fee. Each USHER Subscriber, including Subscriber, must pay a registration fee (“Registration Fee”), as defined in the USHER Fee Schedule available on the USHER website, to cover identification and authentication costs of its trusted officers – the Subscriber Executive and delegated Administrator(s) as specified in Section 9 – and other registration expenses incurred by USHER.
- ii. Annual Subscription Fee. Each USHER Subscriber, including Subscriber, shall be required to pay an annual fee for each authority certificate obtained (“Annual Subscription Fees”), as defined in the USHER Fee Schedule, available on the USHER website. Annual Subscription Fees shall be assessed annually and payable on or before January 1st of each year, unless either Subscriber or AIRE has given written notice of termination of this Agreement at least 90 days prior to the renewal date above or within 30 days from the date of notice of Annual Subscription Fees, whichever is later.
- iii. Payment of Fees. The Registration Fee must be paid by credit card using the secure Web interface provided by AIRE, or as otherwise might be agreed to by AIRE. Annual Subscription Fees for all USHER services requested by Subscriber must be paid within 60 days of the date of an invoice from AIRE.
- iv. Modification of Fees. Subscriber acknowledges that Registration and Annual Subscription Fees may be modified from time to time with sixty (60) days advanced written notice from AIRE to Subscriber.

7. Term

- a. *Term.* This Agreement comes into force as of the Effective Date and remains in force through December 31 of the current calendar year (unless terminated sooner) and shall automatically renew from year to year thereafter, January 1 through December 31, unless either AIRE or Subscriber notifies the other to the contrary as provided in Sections 6.b.ii or in this Section 7.b, c, or d.
- b. *Subscriber Withdrawal from USHER Services.* Subscriber shall be permitted to withdraw from subscription in any or all USHER services at any time by giving written notice to AIRE of its intent to terminate its subscription in any or all services. If Subscriber withdraws from any USHER service under this Section b,

Subscriber shall not be entitled to a refund of its Registration Fee or Annual Subscription Fees. Upon withdrawal by Subscriber from all USHER services, any certificates issued to Subscriber by AIRE through USHER that have not expired will be revoked.

- c. *Termination.* This Agreement may be terminated for cause by either party for failure of the other party to comply with or to perform any term, condition, representation or covenant contained in this Agreement if such failure continues for fifteen (15) days after written notice from the affected party to the offending party. If termination is by Subscriber for failure of USHER to perform, Subscriber shall be entitled to a refund of the prepaid portion of its current year's Annual Subscription Fees and shall be entitled to continue use of its USHER Authority Certificate until (1) it acquires and deploys an alternate Authority Certificate or (2) sixty (60) days, whichever occurs first. Subscriber's USHER subscription may also be terminated by AIRE upon the majority vote of a quorum of the USHER PA that Subscriber is no longer qualified or has failed to observe its commitments under this Agreement. If Subscriber is terminated by vote of the USHER PA, Subscriber shall not be entitled to a refund of its Registration Fee or Annual Subscription Fees. Upon termination of this Agreement by either Party under this Section c, any certificates issued to Subscriber by AIRE through USHER that have not expired will be revoked, except as provided for in this Section c.
- d. *Cessation of USHER Services.* AIRE shall notify Subscriber if it elects to discontinue operation of USHER no later than ninety (90) days prior to such discontinuation. Upon the effectiveness of such discontinuation, all certificates issued by AIRE through USHER shall be revoked and this Agreement shall terminate.

## 8. Subscriber Responsibilities

Subscriber covenants and agrees to do the following during the term of this Agreement in addition to any other obligations specified herein:

- a. Not use its USHER Authority Certificate(s) in a manner that violates applicable federal, state, or local laws, or in a manner that interferes with USHER services provided by AIRE to others;
- b. Identify to AIRE certain organizational representatives as outlined in the registration process and keep AIRE apprised of any changes to the individuals assigned to these trusted roles;
- c. Not issue PKI certificates with the intent to defraud any party or to mislead or to impersonate another party.
- d. Bear its own reasonable costs and expenses in connection with its subscription and use of USHER services, including without limitation compensation of its employees, and all travel and living expenses associated with the Subscriber's participation in any meetings and conferences.

9. AIRE Responsibilities

a. Identity Verification

AIRE will use reasonable efforts to verify the institutional identity and qualifications of applicant organizations and to verify the identity of the institutional executive (“Subscriber Executive”) identified by Subscriber in Section 20 and any trusted administrators (“Administrators”) designated by the Subscriber Executive. AIRE’s verification practices in effect as of the Effective Date are described in Exhibit B hereto.

b. Certificate Requests and Revocations

AIRE will accept correctly formed Certificate Signing Requests (“CSRs”) from and return the signed CA Authority Certificates to the Subscriber Executive or his or her designated, trusted Administrator representative(s). Only the Subscriber Executive or his or her designated, trusted Administrator representative(s) may request revocation of a certificate issued to the Subscriber, except as may be provided for elsewhere in this Agreement.

c. Certificate Revocation Lists

AIRE will use reasonable efforts to make available periodically to Subscriber an online Certificate Revocation List (“CRL”) listing all revoked certificates that have not yet expired. THIS CRL IS PROVIDED ON A REASONABLE EFFORT BASIS AND IS NOT WARRANTED NOR GUARANTEED TO BE COMPLETE, CORRECT, OR FIT FOR ANY PARTICULAR PURPOSE. SUBSCRIBER CONSENTS TO AIRE SHARING REVOCATION STATUS REGARDING SUBSCRIBER’S REVOKED CERTIFICATES WITH OTHER USHER SUBSCRIBERS AND RELYING PARTIES.

10. USHER Services

Subscriber may request one or more authority certificates under this Agreement. Subscriber may request authority certificates for an organization’s CA and/or for CAs operated by units of the organization. A CSR for an organizational unit CA must include an appropriate Organizational Unit (ou=) designation in the CSR Subject Name field. Each CA operated by Subscriber or any of its organizational units must abide by this Agreement. Subscriber agrees to be responsible for the actions of any CA that is registered by Subscriber. Subscriber may not register CAs under this Agreement that are not operated by or under contract for service to the Subscriber.

11. Uses of Certificates

Subscriber understands that any reliance on or constraints on the use of certificates or sharing of resources is a matter between or among the USHER Subscribers and any recipient of certificates and is not a matter addressed by USHER, AIRE, or the USHER PA.

12. Dispute Resolution Procedures for Subscribers

In the event of any dispute or disagreement between two or more USHER Subscribers (“Disputing Subscribers”) arising out of or pertaining to their use of USHER services, the Disputing Subscribers agree to make every reasonable attempt to resolve the dispute between or among themselves.

If the dispute is between an USHER Subscriber and AIRE and arises out of or pertains to subscription in an USHER service, or the dispute is between or among USHER Subscribers and concerns the purposes, policies, or activities of USHER or its services, the USHER Subscriber(s) shall submit the dispute to the USHER PA for resolution. The USHER PA shall resolve the dispute as it shall determine to be in the best interests of the USHER community. Subscriber agrees that all decisions by the USHER PA concerning disputes between AIRE and Subscriber shall be final, provided that Subscriber may terminate its subscription in USHER as described in Section 7.b if it disagrees with a decision of the USHER PA.

13. Disclaimer and Limitation on Liability

- a. AIRE, directly or through its third party services providers, reserves the right to interrupt, suspend or reduce the provision of any USHER service to Subscriber, or any other entity, including the Subscriber’s end users, when such action is necessary in AIRE’s sole judgment to protect the USHER service. AIRE will endeavor where reasonably possible, but does not promise, to provide advance notice to Subscriber of any such interruption, suspension, or reduction. As soon as possible following the interruption, suspension or reduction AIRE will contact the Subscriber and any Subscribers in an attempt to resolve any problems and restore service.
- b. Subscriber is and shall be solely responsible and liable for its use of any service or certificate obtained from AIRE and any certificate that it or any of its organizational units issues as a result of obtaining an authority certificate from AIRE. Further, Subscriber acknowledges that AIRE and any third party service provider of AIRE are not and shall not be responsible or liable for Subscriber’s (or its end users’) use of any service or resource obtained as a result of participating in USHER services, including but not limited to audio, video, text, data or other communications originating or transmitted from any site owned or operated by Subscriber, including any third party content or materials, routed to, passed through and/or stored on or otherwise transmitted or routed to any other USHER Subscribers or users (“Subscriber Content”). Subscriber acknowledges that AIRE does not review Subscriber Content. Subscriber shall make no claim against AIRE (or its third party service providers) regarding Subscriber Content of other USHER Subscribers.
- c. ANY SERVICE PROVIDED FOR HEREIN BY AIRE OR ANY OF AIRE’S THIRD PARTY SERVICE PROVIDERS IS PROVIDED ON AN AS IS, AS AVAILABLE BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. AIRE EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ANY USHER SERVICE PROVIDED BY AIRE PURSUANT TO THIS AGREEMENT WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED. NO STATEMENT, ORAL OR WRITTEN, GIVEN BY AIRE, THE USHER PA OR ANY OF THEIR RESPECTIVE EMPLOYEES, OR ANY OTHER PERSON WILL CREATE A WARRANTY, NOR MAY ANY SUBSCRIBER OR OTHER PERSON RELY ON ANY SUCH STATEMENT FOR ANY PURPOSE. AIRE AND ITS THIRD PARTY SERVICE PROVIDERS SHALL NOT BE LIABLE, EITHER IN CONTRACT, IN TORT OR OTHERWISE, FOR UNAUTHORIZED ACCESS TO SUBSCRIBER'S TRANSMISSION FACILITIES OR EQUIPMENT, OR UNAUTHORIZED ACCESS TO OR ALTERATION, DELAY, THEFT OR DESTRUCTION OF SUBSCRIBER'S (OR ITS END USERS') DATA FILES, PROGRAMS, PROCEDURES OR OTHER INFORMATION.

- d. NOTWITHSTANDING ANY CONTRARY PROVISION SET FORTH IN THIS AGREEMENT, EACH PARTY EXPRESSLY AGREES THAT IN NO EVENT SHALL A PARTY'S (INCLUDING AIRE'S THIRD PARTY SERVICE PROVIDERS) ENTIRE LIABILITY FOR ANY LIABILITIES, LOSSES, CLAIMS, JUDGMENTS, DAMAGES (WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHERWISE), EXPENSES OR COSTS (INCLUDING REASONABLE FEES AND EXPENSES OF COUNSEL) ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEPT FOR DIRECT DAMAGES RESULTING SOLELY FROM A PARTY'S GROSS NEGLIGENCE OR FROM A PARTY'S WILLFUL MISCONDUCT DONE INTENTIONALLY AND PURPOSELY WITHOUT ANY OTHER REASON OTHER THAN TO CAUSE INJURY TO ANOTHER PARTY, EXCEED AN AMOUNT EQUAL TO THE AMOUNT OF THE MOST RECENT ANNUAL SUBSCRIPTION FEE PAID BY THE SUBSCRIBER TO AIRE UNDER THIS AGREEMENT.

14. Insurance

Subscriber covenants and agrees to obtain and maintain in force, at its own expense, throughout the term of this Agreement, commercial general liability insurance coverage with a combined single limit of not less than \$3,000,000.00 each occurrence or its equivalent, whether such insurance is maintained through self-insurance or through third party insurance, against claims, regardless of when asserted, that may arise out of, or result from, Subscriber's subscription to USHER services.

15. Severability and Assignment

If any provision of this Agreement or the application thereof in any circumstances, is held to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision(s) in every other respect and the rest of the provisions of this Agreement shall remain in effect, unless the provisions held invalid, illegal or unenforceable

shall substantially impair the benefits of the remaining provisions hereto. This Agreement is not assignable by Subscriber without the express written consent of AIRE.

16. Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties hereto, and nothing herein expressed or implied shall give or be construed to give to any person, except as provided for in Section 13, other than the Parties hereto, any legal or equitable rights hereunder.

17. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of Delaware, and exclusive venue for any and all disputes under law or jurisprudence hereunder shall lie in the state or federal courts located in the State of Delaware.

18. No Joint Venture

Nothing herein shall be construed as creating a partnership, employment or agency relationship between the Parties or as authorizing any party to act as agent for any other party.

19. Modification

This Agreement may be modified only by written consent of the Parties; provided, however, that AIRE retains the right to amend this Agreement unilaterally to conform to any modifications made by AIRE to its policies if so approved by the USHER PA. Any such unilateral changes shall be presented to Subscribers at least ninety (90) days before they are to take effect and AIRE will work in good faith with any Subscriber to negotiate and resolve any issues raised by such changes that may be of concern to Subscriber. Each Subscriber's subscription to USHER after the change takes effect will constitute its continuing agreement to this Agreement as so modified. Each Subscriber has the right to terminate its subscription if this Agreement is modified in any way that is not acceptable to the Subscriber.

20. Authorization of Executive

The following person has been designated as the Subscriber Executive for Subscriber regarding USHER Services. This Subscriber Executive represents Subscriber regarding all decisions and delegations of authority for the responsibilities of USHER Subscribers, including but not limited to decisions regarding PKI policies and practices for Subscriber, payment of USHER invoices, and assigning any persons in the trusted Administrator role who submits Certificate Signing Requests and Certificate Revocation Requests, and other administrative duties as described herein.



Executive Contact information

Name \_\_\_\_\_

Title \_\_\_\_\_

Postal Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

21. Notices

All notices and other communications hereunder may be delivered to Subscriber or AIRE by postal mail, email, or facsimile to the following respective addresses, unless or until otherwise notified by the Subscriber or AIRE in writing to the other party:

Subscriber Communication Representative  
(Leave Blank if Same Contact as Above)

Name \_\_\_\_\_

Postal Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

AIRE contact information

AIRE  
c/o Internet2  
1000 Oakbrook Drive, Suite 300  
Ann Arbor, MI 48104

Email address: usher-admin@internet2.edu  
Telephone: 734-913-4250  
Fax: 734-913-4255

22. Authorization of Organization Information

The following Organization Name and Organization Homepage URL have been designated as being under the official purview of the Subscriber relevant to USHER services and authority certificates. If units of the Subscriber organization are requesting authority certificates, include Organizational Unit (ou=) name designations, appending this agreement if more room is needed.

Organization Name \_\_\_\_\_

Homepage URL \_\_\_\_\_

(optional) Organizational Unit \_\_\_\_\_

23. Entire Agreement

This Agreement sets forth the entire understanding of the Parties with regard to the subject matter hereof and merges and supersedes all prior communications or discussions, oral or written, with regard thereto.

24. Survival of Provisions

This Section 24 and Sections 12, 13, 14, 16, and 17 shall survive the expiration or termination of this Agreement.

*[Remainder of page deliberately left blank]*

In witness whereof, the Parties have executed this Agreement as of the Effective Date by their duly authorized representatives.

Agreed to on behalf of Subscriber by duly authorized Representative:

*Signature* \_\_\_\_\_

*Date* \_\_\_\_\_

*Printed Name* \_\_\_\_\_

*Title* \_\_\_\_\_

Agreed to on behalf of AIRE by duly authorized Representative:

*Signature* \_\_\_\_\_

*Date* \_\_\_\_\_

*Printed Name* \_\_\_\_\_

*Title* \_\_\_\_\_

## **EXHIBIT A**

### **Subscriber Expected Practices**

*U.S. Higher Education Root Certification Authority*

December 4, 2006

The U.S. Higher Education Root (USHER) Certification Authority service is operated by Internet2 as part of a community effort to establish a hierarchical Public Key Infrastructure (PKI) for use by the U.S. higher education community. USHER facilitates higher education's ability to trust certificates issued by peer institutions<sup>1</sup>, effectively building a trust fabric that leverages a variety of inter-campus applications. USHER focuses on enabling those applications that require a level of trustworthy identity, operational integrity, and security for user authentication that matches the existing practices used on campuses for services such as central electronic mail and file storage.

USHER membership is available primarily to U.S. higher education institutions and entities sponsored by U.S. higher education institutions as defined by the USHER eligibility rules. As a higher education, community-driven effort with known participants sharing a common goal, USHER is able to leverage the existing community standards and these Expected Practices as the basis for trust between institutions in lieu of the detailed formal certification policy that is usually part of a PKI. Institutions that are not able to fully support all of the Expected Practices listed below are expected to *not* join USHER. Likewise, if an institution that is already part of USHER finds that it is no longer able to meet the conditions described in these Expected Practices, the institution is expected to withdraw from USHER and cause its campus's USHER authority certificate to be revoked. The USHER Policy Authority (PA), if made aware of problems with a subscriber's CA or practices, will discuss the problem with the subscriber's appropriate official(s) to either have the problem resolved or to get the subscriber to withdraw from the USHER community. If such problems can not be resolved via negotiation with the appropriate officials, the PA will initiate a process (defined elsewhere) that can lead to possible revocation of the subscriber's authority certificate.

USHER does not audit or otherwise attempt to verify each organization's compliance with these Expected Practices except in the case described above. The USHER service is designed to support a community of like-minded higher education institutions and partners. Organizations which subscribe to USHER agree to make trust decisions accordingly, based upon this level of community standard compliance. Choosing to join this community implies that your institution intends to work within the framework of these Expected Practices.

### **Expected Practices**

---

<sup>1</sup> The peer institution must be a member of USHER or be part of a PKI that is rooted in or bridged to USHER.

1. The organization or institutional group that receives the USHER authority certificate will issue certificates to its users and other entities<sup>2</sup> using a process that is at least as strong as its existing practice for managing accounts for central services such as electronic mail, calendaring, and access to central file storage.
2. An organization may issue certificates to any person or entity affiliated with its institution. The definition of such affiliation is at the sole discretion of the institution but should match its existing practice for the issuance of similar credentials.
3. Organizations will not intentionally issue certificates intended or foreseeably likely to confuse or mislead relying parties about the identity of the Subject. For example, issuing a certificate with the same subject name as a previous, different subscriber could allow the second person to gain access to information or services that should only be available to the first person.
4. The subscribing CA will actively maintain all services that it asserts will exist per certain fields within its certificates. For example, if a campus issues certificates containing Certificate Revocation List (CRL) pointers, then the campus CA will revoke certificates when needed and update CRLs in accordance with the next issue date in the CRL. Likewise, if a campus places a Policy OID in its certificates, the campus is expected to operate its CA in a manner consistent with the identified policy.
5. The operator of a subscribing CA should seriously consider developing some form of CA Policy and Operational Practices document and make this document available via a Certification Practices Statement (CPS) pointer in the certificates issued by the CA. If a CA does not already have a Certification Policy and Practices document in place, it might choose to use the PKI-Lite model documents, if appropriate. Having this documentation in place makes it easier for relying parties to make decisions about the level of trust they might place in certificates issued by your CA.
6. Most institutions will have a single central IT services group and will operate a single USHER-rooted certification authority. However, this does not preclude institutions with a delegated identity management model from either obtaining multiple authority certificates directly from USHER or from having one institutional CA issue subordinate authority certificates derived from USHER to another institutional entity as long as these actions are consistent with existing institutional policy and maintain the intent of Expected Practice 1.
7. Institutions will not issue authority certificates to external parties such as business partners or legal entities not directly under institutional management. Instead, the institution should sponsor the external party to subscribe to USHER independently. However, an institution might issue end-entity certificates to business partner employees or other individuals if necessary for the business or administrative processes of the institution.

---

<sup>2</sup> Entities include devices, subordinate CAs, etc. USHER places no restrictions on certificate Subjects.

8. The operator of a subscribing CA will consider the security issues associated with CA operations, including the protection of CA private key(s), and will protect the CA infrastructure at least as well as it does other major campus authentication system components.
9. The operator of a subscribing CA will notify the USHER Operating Authority as quickly as possible in the event that the private key associated with their USHER authority certificate has been compromised.

## **EXHIBIT B**

### **AIRE Verification Practices**

The following summarizes the Registration Authority ("RA") processes for verifying the identity of Subscriber Executives and Administrators.

- 1.0 Subscriber Executive is named and designated in the Subscriber Agreement
- 2.0 Subscriber Organization submits initial Administrator(s) information via online registration Web form
- 3.0 RA independently verifies Executive's phone number through publicly available means.
- 4.0 RA makes telephone contact with Executive and confirms identity.
- 5.0 Executive confirms the delegation and information of submitted Administrator(s).
- 6.0 RA makes telephone contact with Administrator(s), verifying identity information and activating Administrative account for the secure submission of Certificate Signing Requests.
- 7.0 Changes:
  - 7.1. Only the Executive may delegate new Administrators.
  - 7.2. A current Executive may delegate a successor, who will be vetted as above.
  - 7.3. If an Executive leaves without naming a successor, the Subscriber Organization must submit a letter informing AIRE of the new Executive's name, title, and contact information. The letter must be signed by a duly authorized representative of the Subscriber Organization. Alternatively, if necessary, AIRE may choose to independently verify the signatory to this Subscriber Agreement, who may delegate an Executive via logged telephone contact.