



## CLIENT CERTIFICATE AGREEMENT

THIS CLIENT CERTIFICATE AGREEMENT (“Agreement”) IS A LEGAL CONTRACT MADE BY AND BETWEEN ENTRUST (“ENTRUST”) AND YOU, AN APPLICANT FOR OR SUBJECT OF A CERTIFICATE, AND GOVERNS YOUR APPLICATION FOR, ISSUANCE AND USE OF A CERTIFICATE. THIS AGREEMENT DEFINES WHAT YOU MAY DO WITH YOUR CERTIFICATE AND THE CERTIFICATE OF OTHERS THAT ARE DIGITALLY SIGNED BY ENTRUST. IT CONTAINS LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

BEFORE DOWNLOADING, INSTALLING, OR USING ANY CERTIFICATE OR RELYING ON ANY CERTIFICATE DIGITALLY SIGNED BY ENTRUST, PLEASE CAREFULLY READ THIS AGREEMENT WHICH CONTAINS THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ACQUIRING PERMISSION TO USE THE CERTIFICATE. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT EXIT THIS WEB SITE AND DO NOT DOWNLOAD, INSTALL, OR USE ANY CERTIFICATE OR USE OR RELY UPON A CERTIFICATE OF ANY OTHER PERSON OR ENTITY DIGITALLY SIGNED BY ENTRUST. THE CONTINUED RIGHT TO DOWNLOAD, INSTALL AND/OR USE THE CERTIFICATE IS CONTINGENT ON CONTINUED COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT BY YOU.

WE RECOMMEND THAT YOU PRINT OUT AND KEEP A COPY OF THIS AGREEMENT FOR YOUR FUTURE REFERENCE.

THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ACQUIRING A LIMITED RIGHT TO USE YOUR CERTIFICATE. THE USE OF YOUR CERTIFICATE IS ALSO GOVERNED BY VARIOUS U.S., CANADIAN, AND INTERNATIONAL CRIMINAL AND CIVIL LAWS, AS APPLICABLE..

1. **Definitions.** In this Agreement capitalized words shall have the following meanings:

“**Affiliates**” of Entrust shall mean any subsidiary of Entrust Corporation.

“**Application Software Vendor**” or “**ASV**” means a developer of Internet browser software, email software or other software that displays or uses Certificates, including but not limited to Adobe, Apple, Google, Intel, Microsoft, Mozilla, and Oracle.

“**Certificate**” means a digital document that at a minimum: (i) identifies the certification authority issuing it; (ii) names or otherwise identifies the Subject; (iii) contains a public key of a key pair; (iv) identifies the operational period; (v) is digitally signed by a certification authority; and (vi) contains a serial number.

“**Certificate Beneficiaries**” means, collectively, all Application Software Vendors with whom Entrust has entered into a contract to include its root certificate(s) in software distributed by such Application Software Vendors, and all persons who actually rely on such Certificate while it is valid.

“**CPS**” means the most recent version of the Entrust certification practice statement at <http://www.entrust.net/cps>, as amended from time to time by Entrust, that is applicable to the Certificate type that You are using.

“**Entrust**” means Entrust, Inc. if You are a resident of the United States. Otherwise, Entrust means Entrust Limited.

“**Subscriber**” means the natural or legal person who applies for a Certificate.

“**You**” or “**Your**” means the individual who has agreed to this Agreement and is issued the Certificate.

2. **Grant of License.** Subject to the terms and conditions of this Agreement, Entrust hereby grants to You a non-exclusive, non-transferable license to copy and use Your Certificate provided that at all times, Your use of the Certificate is in accordance with the CPS which is incorporated by this reference into



this Agreement. If the Certificate that You are issued is designated as a document signing certificate, mobile device certificate or a secure email enterprise certificate and has been purchased on Your behalf by a company or organization, then You may only use the Certificate to conduct business with that company or organization. You consent to the use of any information that is supplied to Entrust by You or the entity purchasing the Certificate on Your behalf for the purpose of enabling Entrust to provide you with the Certificate and manage its revocation, and You agree to supply any information reasonably requested by Entrust to ensure Your compliance with the terms hereof.

### 3. Your Obligations.

3.1. You represent and warrant to Entrust and all Certificate Beneficiaries that:

- 3.1.1. all information provided, and all representations made, at all times, by Subscriber in relation to any Certificate are and will be complete, correct and accurate (and You will promptly update such information and representations from **time** to time as necessary to maintain such completeness, correctness and accuracy), and does not infringe, misappropriate, dilute, unfairly compete with, or otherwise violate the intellectual property, or other rights of any person, entity, or organization in any jurisdiction;
- 3.1.2. You will comply with any requirements in the CPS for You to use a secure cryptographic device, and if so required, Your private key(s) will only be used for cryptographic functions with the secure cryptographic device;
- 3.1.3. You consent to Entrust's keeping of a record of information used in registration, subject device provision, including whether this is to You or, if different, to the Subscriber, and any subsequent revocation, the identity and any specific attributes placed in the Certificate, and the passing of this information to third parties under the same conditions as required by applicable law or industry standards in the case of Entrust terminating its services.
- 3.1.4. if applicable, the private key corresponding to the public key submitted to Entrust with the Certificate request was created using sound cryptographic techniques and all reasonable measures necessary have been taken to, at all times, assure control of (and, if You generate Your keys, under your sole control), keep confidential, properly protect, and prohibit unauthorized use of, the private key (and any associated access or activation data or device, e.g., password or token);
- 3.1.5. a Certificate will not be installed or used until You have reviewed and verified that the content of the Certificate is accurate and correct;
- 3.1.6. a Certificate and the private key corresponding to the public key listed in such Certificate will not be used for any hazardous activities and will only be used in compliance with all applicable laws;
- 3.1.7. You or the Subscriber will notify Entrust, cease all use of the Certificate and (if applicable) its associated private key, and request the revocation of the Certificate,
  - 3.1.7.1. promptly, if any information included in the Certificate or an application for a Certificate changes, is or becomes incorrect or inaccurate, or if any change in any circumstances would make the information in the Certificate misleading;
  - 3.1.7.2. immediately, if there is any actual or suspected loss, theft, misuse or compromise of the private key (or key activation data) corresponding to the public key in the Certificate, including if the value of the private key has been disclosed to an unauthorized person or an unauthorized person has had access to it, or if control over the private key has been lost for other reasons;
- 3.1.8. You will promptly cease all use of the Certificate and the private key corresponding to the public key in such Certificate, and, if applicable, such Certificate will be removed from the devices and/or software in which it has been installed, upon expiration or revocation of such Certificate;
- 3.1.9. the subject named in the Certificate(s) corresponds to You, and that You have authorized the inclusion of Your information in the Certificate;
- 3.1.10. if applicable, You have the exclusive right to use the email address listed in Certificate; and
- 3.1.11. You will take reasonable measures to protect the access credentials that You use for accessing and/or using the Certificate, and will not share such access credentials with any



other person.

- 3.2. You and/or the Subscriber will be responsible for procuring all required licenses and permissions for any export, import, and/or use of Certificates or related information. Certain cryptographic techniques, software, hardware, and firmware ("Technology") that may be used in processing or in conjunction with Certificates may be subject to export, import, and/or use restrictions. You will comply with all laws and regulations applicable to a Subscriber's right to export, import, and/or use such Technology or related information.
4. **Revocation of Digital Certificates.** Certificates may be revoked by Entrust at any time and without notice, with or without any reason by Entrust.
5. **YOUR INDEMNIFICATION OF ENTRUST.** YOU SHALL, AT YOUR EXPENSE, INDEMNIFY AND HOLD HARMLESS ENTRUST, AND DEFEND AT ENTRUST'S REQUEST, ENTRUST, ITS AFFILIATES, ITS LICENSORS, ITS SUPPLIERS, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND INDEPENDENT CONTRACTORS OF ANY OF THEM (COLLECTIVELY THE "ENTRUST GROUP"), FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES, SETTLEMENTS AND FEES INCURRED OR SUFFERED BY ANY ENTRUST GROUP MEMBER, INCLUDING, BUT NOT LIMITED TO, REASONABLE FEES AND DISBURSEMENTS OF ATTORNEYS AND OTHER PROFESSIONALS, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY: (1) ANY BREACH BY YOU OF ANY COVENANT OR PROVISION OF THIS AGREEMENT INCLUDING THE CPS; OR (2) YOUR USE OF ANY CERTIFICATE IN A MANNER NOT AUTHORIZED BY ENTRUST OR OTHERWISE INCONSISTENT WITH THE TERMS OF THIS AGREEMENT AND THE CPS; OR (3) CLAIMS (INCLUDING, WITHOUT LIMITATION, INFRINGEMENT CLAIMS) PERTAINING TO CONTENT OR OTHER INFORMATION OR DATA SUPPLIED, OR REQUIRED TO BE SUPPLIED, BY YOU IN CONNECTION WITH YOUR APPLICATION. Notwithstanding the foregoing, You shall not be obligated to provide any indemnification to an indemnified member in the Entrust Group in respect to any liabilities, losses, costs, expenses, damages, claims, and settlement amounts (including reasonable attorney's fees, court costs and experts fees) to the extent that such losses, costs, damages and fees incurred or suffered by any Entrust Group member arise out of or relate to any willful misconduct by such indemnified party.
6. **Disclaimer of Warranty.** Entrust may provide certain limited warranties in a separate written agreement with the Subscriber or in the CPS. **SUBJECT TO THE FOREGOING SENTENCE, THE CERTIFICATE AND ALL SERVICES PROVIDED TO YOU BY ENTRUST OR ANY MEMBER OF THE ENTRUST GROUP ARE PROVIDED TO YOU ON AN "AS-IS" BASIS.**

THE ENTRUST GROUP DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ENTRUST FURTHER DISCLAIMS AND MAKES NO REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, TO YOU OR ANY THIRD PARTY THAT (A) ANY PERSON TO WHICH IT HAS ISSUED A CERTIFICATE IS IN THE FACT THE PERSON, ENTITY OR ORGANIZATION IT CLAIMS TO BE IN THE INFORMATION SUPPLIED TO ENTRUST, (B) A PERSON IS IN FACT THE PERSON, ENTITY OR ORGANIZATION LISTED IN A CERTIFICATE, OR (C) THAT THE INFORMATION CONTAINED IN THE CERTIFICATE IS ACCURATE, AUTHENTIC, COMPLETE OR RELIABLE. IN NO EVENT DOES THE ENTRUST GROUP PROVIDE ANY WARRANTIES, OR CONDITIONS TO YOU OR TO ANY THIRD PARTY WITH RESPECT TO (I) THE TECHNIQUES USED BY ANY PERSON (EXCEPT, IF APPLICABLE, ENTRUST) IN THE GENERATION AND STORAGE OF THE PRIVATE KEY CORRESPONDING TO THE PUBLIC KEY IN A CERTIFICATE, INCLUDING, WHETHER SUCH PRIVATE KEY HAS BEEN COMPROMISED OR WAS GENERATED USING SOUND CRYPTOGRAPHIC TECHNIQUES, (II) THE RELIABILITY OF ANY CRYPTOGRAPHIC TECHNIQUES OR METHODS USED IN CONDUCTING ANY ACT, TRANSACTION, OR PROCESS INVOLVING OR UTILIZING A



CERTIFICATE, (III) ANY SOFTWARE WHATSOEVER, OR (IV) NON-REPUDIATION OF ANY CERTIFICATE OR ANY TRANSACTION FACILITATED THROUGH THE USE OF A CERTIFICATE, SINCE SUCH DETERMINATION IS A MATTER OF APPLICABLE LAW.

7. Liability.

- 7.1. WITHOUT LIMITATION, THE ENTRUST GROUP SHALL NOT BE RESPONSIBLE TO YOU OR TO ANY OTHER PERSON FOR ANY LOSSES, COSTS, EXPENSES, LIABILITIES, DAMAGES, CLAIMS, OR SETTLEMENT AMOUNTS ARISING OUT OF OR RELATING TO USE OF A CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO A CERTIFICATE IF: (I) THE CERTIFICATE WAS ISSUED AS A RESULT OF ERRORS, MISREPRESENTATIONS, OR OTHER ACTS OR OMISSIONS OF A SUBSCRIBER OR OF ANY OTHER PERSON; (II) THE CERTIFICATE HAS EXPIRED OR HAS BEEN REVOKED; (III) THE CERTIFICATE HAS BEEN MODIFIED OR OTHERWISE ALTERED; (IV) YOU OR A SUBSCRIBER FAILED TO STOP USING A CERTIFICATE AFTER THE INFORMATION CONTAINED IN SUCH CERTIFICATE CHANGED OR AFTER CIRCUMSTANCES CHANGED SO THAT THE INFORMATION CONTAINED IN SUCH CERTIFICATE BECAME MISLEADING OR INACCURATE; (V) YOU OR A SUBSCRIBER BREACHED THIS AGREEMENT OR THE SUBSCRIBER'S AGREEMENT WITH ENTRUST; (VI) A PRIVATE KEY ASSOCIATED WITH A CERTIFICATE HAS BEEN COMPROMISED; (VII) YOUR ACCESS CREDENTIALS HAVE BEEN COMPROMISED; (VIII) A CERTIFICATE IS USED OTHER THAN AS PERMITTED BY THIS AGREEMENT OR IS USED IN CONTRAVENTION OF APPLICABLE LAW; (IX) ENTRUST OR YOUR APPLICATION PROVIDER REFUSES TO ISSUE OR REQUEST THE ISSUANCE OF A CERTIFICATE FOR ANY REASON WHATSOEVER; (X) ANY DELAY IN ISSUING OR IN REQUESTING THE ISSUANCE OF A CERTIFICATE; (XI) ANY ALLEGATION THAT A CERTIFICATE OR ANY INFORMATION CONTAINED IN A CERTIFICATE INFRINGES, MISAPPROPRIATES, DILUTES, UNFAIRLY COMPETES WITH, OR OTHERWISE VIOLATES ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR ANY OTHER INTELLECTUAL PROPERTY RIGHT OR OTHER RIGHT OF ANY PERSON IN ANY JURISDICTION.
- 7.2. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF THE ENTRUST GROUP TO YOU AND TO ALL OTHER PERSONS OR ORGANIZATIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCTS OR SERVICES PROVIDED BY THE ENTRUST GROUP HEREUNDER, EXCEED TWENTY UNITED STATES DOLLARS (\$20.00 U.S.) ("CUMULATIVE DAMAGE CAP"). THIS LIMITATION SHALL APPLY REGARDLESS OF THE NUMBER OF TRANSACTIONS, CERTIFICATES, DIGITAL SIGNATURES, OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT.
- 7.3. IN NO EVENT SHALL THE ENTRUST GROUP BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF BUSINESS, OPPORTUNITIES, GOODWILL, PROFITS, REVENUES, SAVINGS, USE OR DATA, OR FOR COSTS OF REPROCUREMENT OR BUSINESS INTERRUPTION.
- 7.4. ALL LIMITATIONS AND EXCLUSIONS IN THIS SECTION 7 SHALL APPLY (I) TO ANY LIABILITY WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), WARRANTY, INDEMNITY, BREACH OF STATUTORY DUTY, MISREPRESENTATION, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY; AND (II) NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN AND EVEN IF ENTRUST HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 7 OR ELSEWHERE IN THIS AGREEMENT, TO THE EXTENT REQUIRED BY APPLICABLE LAW ENTRUST NEITHER EXCLUDES NOR LIMITS ITS LIABILITY FOR: (I) DEATH OR BODILY INJURY CAUSED BY ITS OWN NEGLIGENCE; (II) ITS OWN FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) OTHER MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

8. **Term.** The term of this Agreement shall begin on the date that You have agreed to this Agreement and shall terminate immediately upon the earlier of (a) if you are only issued one Certificate hereunder, the revocation of Your Certificate, or, if you are issued more than one Certificate hereunder, the revocation of all Your Certificates; and (b) the rejection of Your application to have one or more Certificates issued. The Section entitled “Your Indemnification of Entrust”, “Warranty”, “Limitation of Liability”, “Governing Law”, “Severability”, “Dispute Settlement”, and “Miscellaneous” shall survive any termination or expiry of this Agreement.
9. **Governing Law.** This Agreement and the rights and obligations of the Parties hereunder will be governed by and construed in accordance with the laws of the State of New York, United States, without reference to its provisions on conflict of laws. The application of United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
10. **Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any provision of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable in application to particular facts or circumstances: (a) such provision will be interpreted and amended to the extent necessary to fulfill its intended purpose to the maximum extent permitted by applicable law and its validity and enforceability as applied to any other facts or circumstances will not be affected or impaired; and (b) the remaining provisions of this Agreement will continue in full force and effect. **FOR GREATER CERTAINTY, IT IS EXPRESSLY UNDERSTOOD AND INTENDED THAT EACH PROVISION THAT DEALS WITH LIMITATIONS AND EXCLUSIONS OF LIABILITY, DISCLAIMERS OF REPRESENTATIONS, WARRANTIES AND CONDITIONS, OR INDEMNIFICATION IS SEVERABLE FROM ANY OTHER PROVISIONS.**
11. **Dispute Settlement.** Any disputes between You and the Entrust Group shall be submitted to mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association which shall take place in English in Ottawa, Ontario. In the event that a resolution to such dispute cannot be achieved through mediation within thirty (30) days, the dispute shall be submitted to binding arbitration. The arbitrator shall have the right to decide all questions of arbitrability. The dispute shall be finally settled by arbitration in accordance with the rules of the American Arbitration Association, as modified by this provision. Such arbitration shall take place in Ottawa, Ontario before a sole arbitrator appointed by the American Arbitration Association (AAA) from its Technology Panel and shall be reasonably knowledgeable in electronic commerce disputes. The arbitrator shall apply the laws of the State of New York, United States, without regard to its conflict of laws provisions, and shall render a written decision within thirty (30) days from the date of close of the arbitration hearing, but no more than one (1) year from the date that the matter was submitted for arbitration. The decision of the arbitrator shall be binding and conclusive and may be entered in any court of competent jurisdiction. Nothing in this Agreement shall preclude a member of the Entrust Group from applying to any court of competent jurisdiction for temporary or permanent injunctive relief, without breach of this Dispute Settlement Section and without any abridgment of the powers of the arbitrator, with respect to any (i) alleged compromise that affects the integrity of a Certificate, or (ii) alleged breach of the terms and conditions of this Agreement. The institution of any arbitration or any action shall not relieve either party of any obligations under this Agreement.
12. **U.S. Government End Users.** Your Certificate is a commercial item as that term is defined at 48 CFR 2.101, consisting of commercial computer software and commercial computer software documentation as those terms are used in 48 CFR 12.212 If a Certificate is acquired by or on behalf of the U.S. government or by a U.S. government contractor (including without limitation prime contractors and subcontractors at any tier), then in accordance with 48 CFR 227.7202-4 (for Department of Defense licenses only) and 48 CFR 12.212 (for licenses with all federal government agencies), the government’s rights to such Certificate are limited to the commercial rights specifically granted in this Agreement, as restricted by this Agreement. The rights limited by the preceding sentence include any rights to reproduce, modify, perform, display, disclose, release, or otherwise use the Certificate. This Section (U.S. Government End-Users) does not grant You or the government any rights not specifically set forth in this Agreement.



13. **Miscellaneous.** This Agreement may only be amended by the written consent of each party at the time of such amendment. This Agreement shall not be assigned by You without prior written consent of Entrust, and any attempt to assign any rights, duties, or obligations, which arise under this Agreement without such consent will be void. Entrust may assign this Agreement (including all of its rights and obligations) at any time. Entrust is not your agent, fiduciary, trustee, or other representative and the relationship between Entrust and You is not that of an agent and a principal. In the event of a conflict between the CPS and this Agreement, this Agreement shall govern. You expressly acknowledge that each Application Software Vendor and each member of the Entrust Group are express third party beneficiaries, and may enforce this Agreement and the CPS against You and rely on all terms of this Agreement and the CPS.

**IF YOU AGREE TO THE TERMS OF THIS AGREEMENT, CLICK "I ACCEPT." IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE EXIT THE WEBSITE.**