



CLIENT CERTIFICATE AGREEMENT

This Client Certificate Agreement (“Agreement”) contains the terms and conditions that govern your access to and use of a Certificate, and define your rights and responsibilities with respect to the Certificate that is issued to you, if you are not the Subscriber of the Certificate. If you are the Subscriber of the Certificate, your access, use, rights and responsibilities are governed by the Subscriber agreement between you and Entrust. Entrust’s issuance of the Certificate is done pursuant to this Agreement as well as the separate agreement between Entrust and the Subscriber.

BEFORE DOWNLOADING, INSTALLING, OR USING 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 DIGITALLY SIGNED BY ENTRUST. THE CONTINUED RIGHT TO DOWNLOAD, INSTALL AND/OR USE THE CERTIFICATE IS CONTINGENT ON YOUR CONTINUED COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

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

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: (a) identifies the certification authority issuing it; (b) names or otherwise identifies a Subject; (c) contains a public key of a key pair; (d) identifies the operational period; (e) contains a serial number; and (f) is digitally signed by the certification authority.

“**Certificate Beneficiaries**” means, collectively, all Application Software Vendors with whom Entrust has entered into a contract to include Entrust’s root Certificate(s) in such ASV’s software, and all individuals or entities who actually rely on such Certificate during the period when it is valid.

“**CPS**” means the most recent version of the certification practice statement at <https://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 (i) Entrust, Inc., if you are located in the United States; (ii) Entrust (Europe) Limited, if you are located in Europe, the Middle East, or Africa; or (iii) Entrust Limited, if you are located in any other jurisdiction.

“**Subject**” means the natural or legal person or device identified in the “Subject” field in a Certificate.

“**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. **Personal Verification.** You understand that the issuance of a Certificate to You may be conditional on verification of Your identity and other information contained in the Certificate application, and may require the collection and processing of Your personal information. To the extent that Entrust is a ‘processor’ of Your personal information, it will process the information in accordance with the Entrust data processing agreement available at <https://www.entrust.com/legal-compliance/privacy> (or a similar agreement mutually agreed by Entrust and the Subscriber). You acknowledge that any personal information included in a Certificate is intended to be public.

3. **Grant of License.** Subject to your compliance with this Agreement, Entrust hereby grants to You a personal, limited, non-exclusive, non-transferable, non-sublicensable 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 or for 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.
4. **Your Obligations.**
 - 4.1. You represent and warrant to Entrust and all Certificate Beneficiaries that:
 - 4.1.1. all information provided, and all representations made, at all times, by You 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;
 - 4.1.2. You will comply with any requirements in the CPS for You to use a specific type of cryptographic device (including a secure cryptographic device or a qualified electronic signature/seal creation device), and if so required, Your private key(s) will only be used for cryptographic functions with the specified cryptographic device;
 - 4.1.3. 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.
 - 4.1.4. 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, 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);
 - 4.1.5. a Certificate will not be installed or used until You have reviewed and verified that the content of the Certificate is accurate and correct;
 - 4.1.6. a Certificate and the private key corresponding to the public key listed in such Certificate will only be used in accordance with the limitations specified in the CPS and with all applicable laws, and without limiting the foregoing, will not be used for any hazardous activities;
 - 4.1.7. In the case of eIDAS and PSD2 qualified Certificates,
 - 4.1.7.1. If You generate the Subject's keys, the Subject's private key will be maintained under the Subject's control, and under Your sole control if You are the Subject.
 - 4.1.7.2. The Subject's private key will be used under the Subject's control, and under Your sole control if You are the Subject.
 - 4.1.8. You will notify Entrust, cease all use of the Certificate and (if applicable) its associated private key, and You or the Subscriber will request the revocation of the Certificate,
 - 4.1.8.1. 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;
 - 4.1.8.2. 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;
- 4.1.9. You will promptly cease all use of the Certificate and the private key corresponding to the public key in such Certificate upon expiration or revocation of such Certificate;
 - 4.1.10. the Subject named in the Certificate(s) corresponds to You, and You have authorized the inclusion of Your information in the Certificate;
 - 4.1.11. if applicable, You have the exclusive right to use the email address listed in Certificate; and
 - 4.1.12. 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.
- 4.2. The Certificate and related information is subject to export restrictions. By downloading, installing, or using the Certificate, You are representing and warranting that You will comply in all respects with any and all applicable laws, rules and regulations and obtain all permits, licenses and authorizations or certificates that may be required in connection with Your use of the Certificate and related information. You also represent and warrant that You: (a) are not located in, under the control of, or a national or resident of any country to which the export of the Certificate or related information would be prohibited by the applicable laws, rules or regulations of the United States, Canada, United Kingdom, European Union, or other applicable jurisdiction; (b) are not an individual to whom the export of the Certificate or related information would be prohibited by the laws of the United States, Canada, United Kingdom, European Union, or other applicable jurisdiction; (c) have and will comply with applicable laws, rules and regulations of the United States, Canada, United Kingdom, European Union, or other applicable jurisdiction and of any state, province, or locality or applicable jurisdiction governing exports of any product or service provided by or through Entrust; and (d) will not use the Certificate for any purposes prohibited by applicable laws, rules or regulations on trade controls, including, without limitation related to nuclear, chemical, biological weapons proliferation, or arms trading or in furtherance of terrorist financing. You further represent and warrant that You are not a Denied Party and that You are legally distinct from and not an agent of any Denied Party. For purposes of this Agreement, Denied Parties are defined as (i) any individual listed on, or directly or indirectly owned or controlled by, a person (whether legal or natural) listed on, or acting on behalf of a person listed on, any U.S, Canadian, E.U., U.K., or U.N. sanctions list, including but not limited to the list of Specially Designated Nationals of the Office of Foreign Assets Control or the Department of Commerce Entities List or any entity owned or controlled by such an individual; or (ii) located in, incorporated under the laws of, or owned (meaning 50% or greater ownership interest) or otherwise, directly or indirectly, controlled by, or acting on behalf of, a person located in, residing in, or organized under the laws of countries with comprehensive sanctions as defined at <https://www.entrust.com/legal-compliance/denied-parties>. In the event any of the above statements and representations is incorrect or You engage in any conduct that is contrary to sanctions or trade controls or other applicable laws, regulations, or rules, any agreements, purchase orders, performance of services, or other contractual obligations of Entrust are immediately terminated. You agree to indemnify, defend and hold harmless Entrust from and against any and all claims, arising out of or related to Your breach of this provision of the Agreement.
5. **Revocation of Digital Certificates.** Certificates may be revoked by Entrust at any time and without notice, with or without any reason by Entrust.
 6. **Your Indemnification of Entrust.** You shall, at Your expense, indemnify, hold harmless, and, at Entrust's request, defend Entrust, its Affiliates and licensors, and each of their respective employees, officers, directors and representatives (collectively the "Entrust Group"), from and against all claims, demands, suits or proceedings, fines, costs, damages, losses, settlement fees, and expenses (including investigation costs and attorney fees and disbursements) arising out of or related to: (1) any breach by You of this Agreement including the CPS; and (2) claims (including, without limitation, infringement claims) pertaining to content or other data supplied or required to be supplied by You in connection with a Certificate. Notwithstanding the foregoing, You shall not be obligated to provide any indemnification to a member of the Entrust Group in respect to any losses, costs, damages or fees to the extent that such losses, costs, damages and fees arise out of or relate to any willful misconduct by such member of the Entrust

Group.

7. **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 “as is”, and the Entrust Group disclaim any and all representations, conditions or warranties of any kind, express or implied, including warranties of non-infringement, title, merchantability or fitness for a purpose, satisfactory quality, or any representations, conditions or warranties implied by statute, course of dealing, course of performance, or usage or trade. Entrust makes no representations, conditions or warranties regarding any third party product or service, including any third party product with which a Certificate may interoperate. 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 person that (A) any person to whom a Certificate is issued is in fact person, entity or organization it claims to have been; (B) any person is in fact the person, entity or organization listed in the Certificate; or (C) that the information contained in the Certificate is accurate, authentic, complete or reliable. In no event does the Entrust Group make any representations, or provide any warranties, or conditions to You or any person with respect to (i) the techniques used by any party other than 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, or (iii) non-repudiation of any Certificate or any transaction facilitated through the use of a Certificate, since such determination is a matter of applicable law.**

8. **Liability.**
 - 8.1. **IN THIS SECTION (LIABILITY), “ENTRUST” WILL BE DEEMED TO MEAN ENTRUST CORPORATION, ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS, LICENSORS , RESELLERS, DISTRIBUTORS, SUBCONTRACTORS, DIRECTORS, OFFICERS, AND PERSONNEL.**
 - 8.2. **IN NO EVENT WILL ENTRUST BE LIABLE FOR, AND YOU WAIVE ANY RIGHT YOU MAY HAVE TO, ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY LOSS OF BUSINESS, OPPORTUNITIES, REVENUES, PROFITS, SAVINGS, GOODWILL, REPUTATION, CUSTOMERS, USE, OR DATA, OR COSTS OF REPROCUREMENT OR BUSINESS INTERRUPTION, OR ANY DAMAGES, LOSSES OR COSTS ARISING OUT OF 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.**
 - 8.3. **IN NO EVENT WILL ENTRUST BE LIABLE FOR ANY DAMAGES, LOSSES OR COSTS ARISING OUT OF OR RELATING TO USE OF A CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO A CERTIFICATE IF: (I) THE CERTIFICATE WAS MISUSED; (II) THE CERTIFICATE HAS BEEN USED FOR ANY PURPOSE OTHER THAN AS SET FORTH IN THIS AGREEMENT, THE CPS OR AN APPLICABLE SUBSCRIBER AGREEMENT; (III) THE CERTIFICATE HAS BEEN TAMPERED WITH; (IV) THE KEY PAIR UNDERLYING SUCH CERTIFICATE OR THE CRYPTOGRAPHY ALGORITHM USED TO GENERATE SUCH CERTIFICATE'S KEY PAIR, HAS BEEN COMPROMISED BY THE ACTION OF ANY PARTY OTHER THAN ENTRUST OR ITS AFFILIATES (INCLUDING WITHOUT LIMITATION YOU); OR (V) THE CERTIFICATE IS THE SUBJECT OF MISREPRESENTATIONS OR OTHER MISLEADING ACTS OR OMISSIONS OF ANY OTHER PARTY, INCLUDING BUT NOT LIMITED TO YOU.**
 - 8.4. **IN NO EVENT WILL ENTRUST’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT EXCEED ONE HUNDRED UNITED STATES DOLLARS**

(\$100.00 U.S.).

- 8.5. **THE EXCLUSIONS AND LIMITS IN THIS SECTION (LIABILITY) APPLY: (I) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), WARRANTY, INDEMNITY, BREACH OF STATUTORY DUTY, MISREPRESENTATION, STRICT LIABILITY, STRICT PRODUCT LIABILITY, OR OTHERWISE; (II) ON AN AGGREGATE BASIS, REGARDLESS OF THE NUMBER OF CLAIMS, TRANSACTIONS, DIGITAL SIGNATURES OR CERTIFICATES; (III) EVEN IF THE POSSIBILITY OF THE DAMAGES IN QUESTION WAS KNOWN OR COMMUNICATED IN ADVANCE AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (IV) EVEN IF THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. YOU ACKNOWLEDGE THAT ENTRUST HAS ENTERED INTO THE AGREEMENT IN RELIANCE ON THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION (LIABILITY), WHICH FORM AN ESSENTIAL BASIS OF THE AGREEMENT.**
- 8.6. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION (LIABILITY) OR ELSEWHERE IN THE AGREEMENT, TO THE EXTENT REQUIRED BY APPLICABLE LAW ENTRUST NEITHER EXCLUDES NOR LIMITS ITS LIABILITY FOR: DEATH OR BODILY INJURY CAUSED BY ITS OWN NEGLIGENCE; ITS OWN FRAUD OR FRAUDULENT MISREPRESENTATION; OR OTHER MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.**
9. **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 the application to have one or more Certificates issued to You. The Sections entitled “Your Indemnification of Entrust”, “Disclaimer of Warranty”, “Liability”, “Governing Law”, “Severability”, “Dispute Settlement”, and “Miscellaneous” shall survive any termination or expiry of this Agreement.
10. **Governing Law.** Any disputes related to the Certificate, as well as the construction, validity, interpretation, enforceability and performance of the Agreement, and all claims arising out of or related to the Agreement, including tort claims, shall, (i) if You are located in Canada, be governed by the laws of the Province of Ontario, Canada, and shall be brought in the provincial or federal courts sitting in Ottawa, Ontario; (ii) if You are located in Europe, be governed by the laws of England and Wales and shall be brought in the courts sitting in London, England; and (iii) if You are located anywhere else in the world, be governed by the laws of the State of Minnesota, United States, and shall be brought in the federal and state courts located in Hennepin County, Minnesota. Each party hereby agrees that the applicable courts identified in this Section (Governing Law) shall have personal and exclusive jurisdiction over such disputes. In the event that any matter is brought in a provincial, state or federal court each party waives any right that such party may have to a jury trial. To the maximum extent permitted by applicable law, the parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not apply to the Agreement.
11. **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.**
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 may use one or more Affiliate(s) or subcontractors to perform its obligations under the Agreement. 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. The definitive version of the Agreement is written in English. If the Agreement is translated into another language and there is a conflict between the English version and the translated version, the English language version controls.