

CLIENT CERTIFICATE AGREEMENT

THIS CLIENT CERTIFICATE AGREEMENT (“Agreement”) IS A LEGAL CONTRACT MADE BY AND BETWEEN ENTRUST (“ENTRUST”) AND YOU, AN APPLICANT FOR 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 (1) DO NOT DOWNLOAD, INSTALL, OR USE YOUR CERTIFICATE OR USE OR RELY UPON A CERTIFICATE OF ANY OTHER PERSON OR ENTITY DIGITALLY SIGNED BY ENTRUST; AND (2) EITHER CLICK THE “DECLINE” ICON AT THE END OF THIS AGREEMENT OR EXIT THIS WEB-SITE.

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 meaning:

“**Affiliates**” of Entrust shall mean all corporations controlled by Entrust, Inc.

“**Application Software Vendor**” or “**ASV**” means a developer of Internet browser software or other software that displays or uses certificates, including but not limited to KDE, Microsoft, Mozilla Corporation, Nokia Corporation, Opera Software ASA, and Red Hat, Inc.

“**Certificate**” means a record that includes the following information: (i) identity of the organization issuing it; (ii) the name or identity of its Subscriber, or a device or electronic agent under the control of the Subscriber; (iii) a public key that corresponds to a private key under the control of the Subscriber; (iv) the validity period; (v) the digital signature of Entrust; and (vi) 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 rely on such Certificate.

“**CPS**” means the Entrust Certification Practice Statement at <http://www.entrust.net/cps>, as amended from time to time by Entrust.

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

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

2. **Grants 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 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.

3. **Your Obligations:** You represent and warrant to Entrust and all Certificate Beneficiaries that:

- (i) all information provided, and all representations made, by Subscriber in relation to any Certificates are and will be complete and accurate (and You will promptly update such information and representations from time to time as necessary to maintain such completeness and accuracy) ;
- (ii) if applicable, the private key corresponding to the public key submitted to Entrust in connection with Certificates Application was created using sound cryptographic techniques and all measures necessary have been taken to maintain sole control of, keep confidential, and properly protect the Private Key (and any associated access information or device – e.g., password or token) at all times;
- (iii) any information provided to Entrust or to any independent third-party Registration Authorities in connection with Certificates Application 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;
- (iv) the Certificate(s) will not be installed or used until You have reviewed and verified the accuracy of the data in each Certificate(s);
- (v) Certificates will only be used in compliance with all applicable laws;
- (vi) all use of the Certificate and its associated private key will cease immediately, and the Subscriber will promptly notify Entrust and request the revocation of the Certificates, if (1) any information included in the Subscriber's Certificate changes, is or becomes incorrect or inaccurate, or if any change in any circumstances would make the information in the Certificate incorrect, misleading or inaccurate; or (2) there is any actual or suspected misuse or compromise of the private key associated with the public key in the Certificate;
- (vii) all use of the (1) Certificate will cease upon expiration or revocation of such Certificate, and such Certificate will be removed from the devices and/or software in which it has been installed;
- (viii) the Certificates will not be used for any hazardous or unlawful (including tortious) activities;
- (ix) the subject named in the Certificate(s) corresponds to You, and that You have authorized the inclusion of such information in the Certificate; and
- (x) You have the exclusive right to use the email address listed in Certificate.

You 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:**

The Certificate 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. **WARRANTY:** Entrust shall use commercially reasonable efforts to comply with its obligations set forth in the CPS and this agreement. **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 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. **LIMITATION OF LIABILITY:**

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) 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) A SUBSCRIBER BREACHED THE SUBSCRIBER’S CLIENT CERTIFICATE AGREEMENT WITH ENTRUST; (VI) A PRIVATE KEY ASSOCIATED WITH A CERTIFICATE HAS BEEN COMPROMISED; (VII) YOUR PASSWORD HAS 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.

IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF THE ENTRUST GROUP TO YOU AND TO ALL OTHER PERSON OR ORGANIZATION 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, DIGITAL SIGNATURES, OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY TO ANY

LIABILITY WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, RELIANCE, OR INCIDENTAL DAMAGES.

IN NO EVENT SHALL THE ENTRUST GROUP BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, RELIANCE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) WHETHER ARISING FROM CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY.

THE FOREGOING LIMITATIONS SHALL APPLY 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.

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) the revocation of Your Certificate, (b) the rejection of Your application to issue a Certificate. 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:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If the application of any provision of this Agreement shall be held to be invalid or unenforceable by an arbitrator or court of competent jurisdiction, then (i) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect its intent and it shall be reformed without further action to the extent necessary to make such provision valid and enforceable. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.**

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 C.F.R. 2.101 (JAN 1998), consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995), and is provided to the U.S. Government only as a commercial end item. Government end users acquire the rights set out in this Agreement consistent with: (i) acquisition by or on behalf of civilian agencies, the terms set forth in 48 C.F.R. 12.212 (SEPT 1995); or (ii) acquisition by or on behalf of units of the Department of Defense, the terms set forth in 48 C.F.R. 227.7202.

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, CLICK "I DECLINE."