

Entrust SSL Web Server Certificate Relying Party Agreement

ATTENTION READ CAREFULLY: THIS RELYING PARTY AGREEMENT (THIS "AGREEMENT") IS A LEGAL CONTRACT BETWEEN THE PERSON, ENTITY, OR ORGANIZATION SEEKING TO USE THE INFORMATION IN AN ENTRUST SSL WEB SERVER CERTIFICATE, ACCESS THE ENTRUST REPOSITORY, OR USE ANY OTHER SERVICE PROVIDED IN RESPECT TO ENTRUST SSL WEB SERVER CERTIFICATES OR THE VALIDATION OF DIGITAL SIGNATURES ("YOU OR RELYING PARTY"), AND ENTRUST LIMITED ("ENTRUST"). BEFORE CONTINUING, CAREFULLY READ THIS AGREEMENT AND THE ENTRUST SSL WEB SERVER CERTIFICATION PRACTICE STATEMENT, AS AMENDED FROM TIME TO TIME, WHICH IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE (WWW.ENTRUST.NET/CPS) AND WHICH COLLECTIVELY CONTAIN THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ACQUIRING A LIMITED RIGHT TO USE INFORMATION WHICH IS CONTAINED IN THE ENTRUST REPOSITORY, AN ENTRUST SSL WEB SERVER CERTIFICATE, OR ANY OTHER SERVICES PROVIDED IN RESPECT TO ENTRUST SSL WEB SERVER CERTIFICATES OR THE VALIDATION OF DIGITAL SIGNATURES. THE USE OF ENTRUST SSL WEB SERVER CERTIFICATES IS ALSO GOVERNED BY VARIOUS U.S., CANADIAN, AND INTERNATIONAL CRIMINAL AND CIVIL LAWS.

BY CLICKING THE "ACCEPT" ICON BELOW OR BY USING AN ENTRUST SSL WEB SERVER CERTIFICATE, ANY INFORMATION IN THE ENTRUST REPOSITORY, OR ANY OTHER SERVICES PROVIDED IN RESPECT TO ENTRUST SSL WEB SERVER CERTIFICATES OR THE VALIDATION OF DIGITAL SIGNATURES YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU SHALL BE DEEMED TO HAVE ACTUAL KNOWLEDGE OF THE PROVISIONS HEREOF INCLUDING THE ENTRUST SSL WEB SERVER CERTIFICATION PRACTICE STATEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK ON THE "DECLINE" ICON BELOW. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE AN ENTRUST SSL WEB SERVER CERTIFICATE, THE INFORMATION IN THE ENTRUST REPOSITORY, OR TO OTHERWISE USE OR RELY ON ANY OTHER SERVICES PROVIDED IN RESPECT TO ENTRUST SSL WEB SERVER CERTIFICATES OR THE VALIDATION OF DIGITAL SIGNATURES.

THIS AGREEMENT INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS CONTAINED IN THE ENTRUST SSL WEB SERVER CERTIFICATION PRACTICE STATEMENT AS AMENDED FROM TIME TO

TIME. THE ENTRUST SSL WEB SERVER CERTIFICATION PRACTICE STATEMENT CAN BE VIEWED AT WWW.ENTRUST.NET/CPS. THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE EARLIER OF (I) YOUR SUBMISSION OF A QUERY REGARDING AN ENTRUST SSL WEB SERVER CERTIFICATE, (II) YOUR VERIFICATION OR ATTEMPTED VERIFICATION OF A DIGITAL SIGNATURE THROUGH THE USE OF AN ENTRUST SSL WEB SERVER CERTIFICATE, OR (III) YOUR UTILIZATION OF ANY OTHER INFORMATION IN THE ENTRUST REPOSITORY OR YOUR USE OF ANY OTHER SERVICE PROVIDED IN RESPECT TO ENTRUST SSL WEB SERVER CERTIFICATES OR THE VALIDATION OF DIGITAL SIGNATURES OR ANY OTHER SERVICES DESCRIBED IN THE ENTRUST SSL WEB SERVER CERTIFICATION PRACTICE STATEMENT. YOUR USE OF ANY INFORMATION CONTAINED IN THE ENTRUST REPOSITORY OR AN ENTRUST SSL WEB SERVER CERTIFICATE OR YOUR USE OF ANY OTHER SERVICES PROVIDED IN RESPECT TO ENTRUST SSL WEB SERVER CERTIFICATES OR THE VALIDATION OF DIGITAL SIGNATURES SHALL SIGNIFY YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND SUCH USE OR RELIANCE SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITION OF THIS AGREEMENT INCLUDING ANY TERMS AND CONDITIONS INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

IF YOU ARE AN EMPLOYEE, AGENT, OR REPRESENTATIVE OF ANOTHER ENTITY OR ORGANIZATION, YOU HEREBY REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITIES' OR ORGANIZATION'S BEHALF AND TO BIND SUCH ENTITY OR ORGANIZATION HEREBY, AND (II) SUCH ENTITY OR ORGANIZATION HAS THE FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. Independent Choice: You acknowledge that you understand and have the necessary information to make an informed decision about whether and the extent to which to rely on a digital signature by using the information contained in an Entrust SSL Web Server Certificate, the Entrust Repository, or any other services provided in respect to Entrust SSL Web Server Certificates or the validation of digital signatures. You acknowledge that you have read the Entrust SSL Web Server Certification Practice Statement and understand the disclaimers of representations, warranties, and conditions, and limitations of liabilities and are making your own judgment as to whether it is reasonable under the circumstances to rely on a digital signature by using the information contained in an Entrust SSL Web Server Certificate or the Entrust Repository, or to use any other services provided in respect to Entrust SSL Web Server Certificates or the validation of digital signatures. You are solely responsible for determining whether to rely and the extent of such reliance. You acknowledge that the Subscriber for an Entrust SSL Web Server Certificate is solely responsible for the generation and security of the Private Key corresponding to the Public Key contained in such Subscriber's Entrust SSL Web Server

Certificate, and that such Private Key may not be cryptographically sound or may have been Compromised and accordingly, such Subscriber's digital signature may be a forgery. Entrust shall have no responsibility or liability if any Subscriber fails to generate a secure and cryptographically sound Key Pair, or if such Private Key is Compromised, or such Subscriber fails to protect the confidentiality and restrict the use of the Private Key corresponding to the Public Key in such Subscriber's Entrust SSL Web Server Certificate.

2. Consideration: You acknowledge that your use of the information contained in the Entrust Repository or an Entrust SSL Web Server Certificate or your use of any other services provided in respect to Entrust SSL Web Server Certificates or the validation of digital signatures, constitutes sufficient consideration given by Entrust in return for the obligations placed on you as a Relying Party under this Agreement and the Entrust SSL Web Server Certification Practice Statement.

3. DISCLAIMER OF WARRANTY: EXCEPT FOR THE EXPLICIT REPRESENTATIONS, WARRANTIES, AND CONDITIONS PROVIDED IN THIS AGREEMENT AND THE ENTRUST SSL WEB SERVER CERTIFICATION PRACTICE STATEMENT, ENTRUST SSL WEB SERVER CERTIFICATES AND ANY SERVICES PROVIDED IN RESPECT TO ENTRUST SSL WEB SERVER CERTIFICATES ARE PROVIDED "AS IS", AND NEITHER ENTRUST NOR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER THE ENTRUST SSL WEB SERVER CERTIFICATION AUTHORITIES, NOR ANY RESELLERS, CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING MAKE ANY REPRESENTATIONS OR GIVE ANY WARRANTIES, OR CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, OR OTHERWISE, AND ENTRUST, ALL INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER THE ENTRUST SSL WEB SERVER CERTIFICATION AUTHORITIES, ALL RESELLERS OR CO-MARKETERS, AND ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE EXPLICIT REPRESENTATIONS, WARRANTIES AND CONDITIONS CONTAINED IN THIS AGREEMENT AND IN THE ENTRUST SSL WEB SERVER CERTIFICATION PRACTICE STATEMENT, THE ENTIRE RISK OF THE USE OF ANY ENTRUST SSL WEB SERVER CERTIFICATES OR ANY SERVICES PROVIDED IN RESPECT ENTRUST SSL WEB SERVER CERTIFICATES OR THE VALIDATION OF DIGITAL SIGNATURES SHALL BE BORNE SOLELY BY YOU.

4. LIMITATION OF LIABILITY: IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF ENTRUST, ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER THE ENTRUST SSL WEB SERVER CERTIFICATION AUTHORITIES, ANY RESELLERS, OR CO-

MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING TO YOU ARISING OUT OF OR RELATING TO ANY ENTRUST SSL WEB SERVER CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO ENTRUST SSL WEB SERVER CERTIFICATES, INCLUDING ANY USE OR RELIANCE ON ANY ENTRUST SSL WEB SERVER CERTIFICATE, EXCEED ONE THOUSAND UNITED STATES DOLLARS (\$1000.00 U.S.) ("CUMULATIVE DAMAGE CAP"). THIS LIMITATION SHALL APPLY ON A PER ENTRUST SSL WEB SERVER CERTIFICATE BASIS REGARDLESS OF THE NUMBER OF TRANSACTIONS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO SUCH ENTRUST SSL WEB SERVER CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO SUCH ENTRUST SSL WEB SERVER CERTIFICATE. THE FOREGOING LIMITATIONS SHALL APPLY TO ANY LIABILITY WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), LEGISLATION OR ANY OTHER THEORY OF LIABILITY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, STATUTORY, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, RELIANCE, OR INCIDENTAL DAMAGES.

IN THE EVENT THAT LIABILITY ARISING OUT OF OR RELATING TO AN ENTRUST SSL WEB SERVER CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO AN ENTRUST SSL WEB SERVER CERTIFICATE EXCEEDS THE CUMULATIVE DAMAGE CAP SET FORTH IN THIS SECTION ABOVE, THE AMOUNTS AVAILABLE UNDER THE CUMULATIVE DAMAGE CAP SHALL BE APPORTIONED FIRST TO THE EARLIEST CLAIMS TO ACHIEVE FINAL DISPUTE RESOLUTION UNLESS OTHERWISE ORDERED BY A COURT OF COMPETENT JURISDICTION. IN NO EVENT SHALL ENTRUST OR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER THE ENTRUST SSL WEB SERVER CERTIFICATION AUTHORITIES, OR ANY RESELLERS, CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING BE OBLIGATED TO PAY MORE THAN THE CUMULATIVE DAMAGE CAP FOR ANY ENTRUST SSL WEB SERVER CERTIFICATE OR ANY SERVICES PROVIDED IN RESEPCT TO AN ENTRUST SSL WEB SERVER CERTIFICATE REGARDLESS OF APPORTIONMENT AMONG CLAIMANTS.

IN NO EVENT SHALL ENTRUST OR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER THE ENTRUST SSL WEB SERVER CERTIFICATION AUTHORITIES, OR ANY RESELLERS, CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING BE LIABLE FOR ANY INCIDENTAL, SPECIAL, STATUTORY, 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), LEGISLATION 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 OR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITY OPERATING UNDER AN ENTRUST SSL WEB SERVER CERTIFICATION AUTHORITY, OR ANY RESELLERS, CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THESE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. THE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS AND THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT AND IN THE ENTRUST SSL WEB SERVER CERTIFICATION PRACTICE STATEMENT CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT, THE ENTRUST SSL WEB SERVER CERTIFICATION PRACTICE STATEMENT, ANY SUBSCRIPTION AGREEMENTS, AND ANY OTHER RELYING PARTY AGREEMENTS. YOU ACKNOWLEDGE THAT BUT FOR THESE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS AND LIMITATIONS OF LIABILITY, ENTRUST WOULD NOT ISSUE ENTRUST SSL WEB SERVER CERTIFICATES TO SUBSCRIBERS AND NEITHER ENTRUST NOR ANY ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER AN ENTRUST SSL WEB SERVER CERTIFICATION AUTHORITY, NOR ANY RESELLERS, CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING WOULD PROVIDE SERVICES IN RESPECT TO ENTRUST SSL WEB SERVER CERTIFICATES AND THAT THESE PROVISIONS PROVIDE FOR A REASONABLE ALLOCATION OF RISK.

5. Severability: Whenever possible, each provision of this Agreement, the Entrust SSL Web Server Certification Practice Statement, any Subscription Agreements, and any other Relying Party Agreements shall be interpreted in such manner as to be effective and valid under applicable law. If the application of any provision of this Agreement, the Entrust SSL Web Server Certification Practice Statement, any Subscription Agreement, or any other Relying Party Agreement or any portion thereof to any particular facts or circumstances 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, the Entrust SSL Web Server Certification Practice Statement, any Subscription Agreements, or any other Relying Party Agreements 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.

FOR GREATER CERTAINTY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EVERY PROVISION OF THIS AGREEMENT, THE ENTRUST SSL WEB SERVER CERTIFICATION PRACTICE STATEMENT, ANY SUBSCRIPTION AGREEMENTS, OR ANY OTHER RELYING PARTY AGREEMENTS THAT DEALS WITH (I) LIMITATION OF LIABILITY OR DAMAGES, (II) DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, CONDITIONS, OR LIABILITIES, OR (III) INDEMNIFICATION, IS EXPRESSLY INTENDED TO BE SEVERABLE FROM ANY OTHER PROVISIONS OF THIS AGREEMENT, THE ENTRUST SSL WEB SERVER CERTIFICATION PRACTICE STATEMENT, ANY SUBSCRIPTION AGREEMENTS, OR ANY OTHER RELYING PARTY AGREEMENTS AND SHALL BE SO INTERPRETED AND ENFORCED.

Last Updated: January 1, 2003