



Relying Party Agreement

YOU MUST READ THIS RELYING PARTY AGREEMENT ("AGREEMENT") BEFORE RELYING ON ANY IDENTITY INFORMATION IN AN AFFIRMTRUST CERTIFICATE, VALIDATING AN AFFIRMTRUST CERTIFICATE, USING AN AFFIRMTRUST DATABASE OF CERTIFICATE REVOCATIONS, OR RELYING ON ANY AFFIRMTRUST CERTIFICATE-RELATED INFORMATION (COLLECTIVELY, "AFFIRMTRUST INFORMATION"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT SUBMIT A QUERY AND DO NOT DOWNLOAD, ACCESS, OR RELY ON ANY AFFIRMTRUST INFORMATION. IN CONSIDERATION OF YOUR AGREEMENT TO THESE TERMS, YOU ARE ENTITLED TO USE AFFIRMTRUST INFORMATION AS SET FORTH HEREIN.

1. Parties; Term of Agreement. This Agreement is between you and AffirmTrust. This Agreement becomes effective when you submit a query to search for an AffirmTrust Certificate, or rely on any AffirmTrust Information in the manner set forth in the preamble above. This Agreement shall be applicable for as long as you use and/or rely on such AffirmTrust Information.

2. Informed Decision. You acknowledge and agree that: (i) you have sufficient information to make an informed decision as to the extent to which you choose to rely on the information in a Certificate; (ii) your use or reliance of any AffirmTrust Information is governed by this Agreement and you shall bear the legal consequences of your failure to comply with the obligations contained herein. YOU ARE SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON THE INFORMATION IN A CERTIFICATE.

3. Your Obligations. As a Relying Party, you are obligated to ensure the reasonableness of your reliance on any AffirmTrust Information by: (i) assessing whether the use of a Certificate for any given purpose is appropriate under the circumstances; (ii) utilizing the appropriate software and/or hardware to perform digital signature verification or other cryptographic operations you wish to perform, as a condition of relying on a Certificate in connection with each such operation; and (iii) checking the status of a Certificate you wish to rely on, as well as the validity of all the Certificates in its chain.

4. Limitations on Use. YOU ARE HEREBY NOTIFIED OF THE POSSIBILITY OF THEFT OR OTHER FORM OF COMPROMISE OF A PRIVATE KEY CORRESPONDING TO A PUBLIC KEY CONTAINED IN A CERTIFICATE, WHICH MAY OR MAY NOT BE DETECTED, AND OF THE POSSIBILITY OF USE OF A STOLEN OR COMPROMISED KEY TO FORGE A DIGITAL SIGNATURE.

5. AffirmTrust Warranties. AffirmTrust provides limited warranties and disclaimers to Relying Parties and others as described in Section 9.6.1 of the CPS. You agree that the limited warranties and disclaimers contained in the CPS shall apply to you and to any claims you may make against AffirmTrust, AffirmTrust Group and AffirmTrust Group Affiliates.

EXCEPT FOR THE LIMITED WARRANTY DESCRIBED ABOVE AFFIRMTRUST, AFFIRMTRUST GROUP AND AFFIRMTRUST GROUP AFFILIATES EXPRESSLY DISCLAIMS AND MAKES NO REPRESENTATION, WARRANTY, CONDITION OR COVENANT OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, WITH RESPECT TO THIS AGREEMENT OR ANY CERTIFICATE, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS, TERMS AND OBLIGATIONS IMPLIED BY STATUTE OR COMMON LAW, TRADE USAGE, COURSE OF DEALING OR OTHERWISE ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

6. Limitation on Liability. AFFIRMTRUST, AFFIRMTRUST GROUP AND AFFIRMTRUST GROUP AFFILIATES HAVE LIMITED THEIR LIABILITY TO RELYING PARTIES AND OTHERS AS DESCRIBED IN SECTION 9.8 OF THE APPLICABLE CPS. YOU AGREE THAT THE LIMITATION ON LIABILITY CONTAINED IN THE CPS SHALL APPLY TO YOU AND TO ANY CLAIMS YOU MAY MAKE AGAINST AFFIRMTRUST, AFFIRMTRUST GROUP AND AFFIRMTRUST GROUP AFFILIATES.

7. Indemnity. You agree to indemnify, defend and hold harmless AffirmTrust, AffirmTrust Group, and AffirmTrust Group Affiliates, and any of their directors, shareholders, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorney's fees and expenses) arising from (i) your failure to perform the obligations of a Relying Party in accordance with this Agreement, (ii) your reliance on a Certificate that is not reasonable under the circumstances, or (iii) your failure to check the status of a Certificate to determine if the Certificate is expired or revoked. AffirmTrust shall promptly notify you of any such claim, and you shall bear full responsibility for the defense of such claim (including any settlements); provided however, that (a) you keep AffirmTrust informed of, and consult with AffirmTrust in connection with the progress of such litigation or settlement; (b) you shall not have any right, without AffirmTrust's written consent, which consent shall not be unreasonably withheld, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing (whether in contract, tort, or otherwise) on the part of AffirmTrust, AffirmTrust Group, or AffirmTrust Group Affiliates, or requires any

specific performance or non-pecuniary remedy by AffirmTrust, AffirmTrust Group, or AffirmTrust Group Affiliates; and (c) AffirmTrust shall have the right to participate in the defense of a claim with counsel of its choice at its own expense. The terms of this Section 7 will survive any termination of this Agreement.

8. Force Majeure. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, armed terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of such party, provided that the party relying upon this Section 8: (i) gives prompt written notice thereof; (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event; provided further, that in the event a force majeure event extends for a period in excess of thirty (30) days in the aggregate, either party may immediately terminate this Agreement upon written notice.

9. Severability. If any provision of this Agreement should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not, in any way, be affected or impaired thereby.

10. Governing Law. The laws of the Province of Ontario, Canada, excluding its conflict of laws rules, shall govern the construction, validity, interpretation, enforceability and performance of the Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded. Any dispute arising out of or in respect to this Agreement, or in respect to any Certificates or any services provided in respect to any Certificates, that is not resolved by alternative dispute resolution shall be brought in the provincial or federal courts sitting in Ottawa, Ontario, and each person, entity, or organization hereby agrees that such courts shall have personal and exclusive jurisdiction over such disputes. In the event that any matter is brought in a provincial or federal court, you waive any right that you may have to a jury trial.

11. Dispute Resolution. Prior to commencing any litigation, AffirmTrust and you agree to seek an amicable settlement of any disputes or claims, provided that either party may commence litigation at any time to avoid prejudice to any rights in equity or law.

12. Assignment. AffirmTrust may assign its rights and obligations under this Agreement at any time without notice or consent. Except as stated otherwise, your rights under this Agreement are not assignable or transferable. Any attempt by your creditors to obtain an interest in your rights herein, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at AffirmTrust's option.

13. Notices. You will make all notices, demands or requests to AffirmTrust with respect to this Agreement in writing to: Legal Counsel, Entrust Limited dba AffirmTrust, 1000 Innovation Drive, Ottawa K2K 3E7 ON Canada.

14. Entire Agreement. This Agreement constitute the entire understanding and agreement between AffirmTrust and you with respect to the transactions contemplated, and supersedes any and all prior or contemporaneous oral or written representation, understanding, agreement or communication relating thereto.

15. Definitions.

“AffirmTrust” means Entrust Limited, an Ontario, Canada corporation doing business as AffirmTrust.

“AffirmTrust Group” means collectively Entrust Holdings, Inc., its subsidiaries, its licensors (including for the avoidance of any doubt Microsoft), its resellers, its suppliers, and the directors, officers, employees, agents and independent contractors of any of them.

“AffirmTrust Group Affiliates” means collectively, Entrust Datacard Corporation and its Affiliates.

"Certificate" means a record that, at a minimum: (a) identifies the CA issuing it; (b) names or otherwise identifies its Subscriber; (c) contains a public key that corresponds to a private key under the control of the Subscriber; (d) identifies the validity period of the Certificate; and (e) contains a serial number and is digitally signed by the CA. The term Certificate, as referred to in this Agreement, means a Certificate issued by AffirmTrust pursuant to the CPS.

"Certification Authority" or "CA" means an entity authorized to issue, suspend, or revoke Certificates. For purposes of this Agreement, CA shall mean AffirmTrust.

“Certification Practice Statement” or “CPS” means a document, as revised from time to time, representing a statement of practices a CA employs in issuing Certificates. AffirmTrust’s CPS is published at www.affirmtrust.com or other URL on AffirmTrust’s website.

"Relying Party" means an individual or organization that acts in reliance on a Certificate.

"Repository" means the collection of documents located at the link for the repository which may be accessed from the website where the Certificate was issued. The current location of AffirmTrust’s Repository is at the Resources tab at www.affirmtrust.com or other URL on AffirmTrust’s website.

"Subscriber" means a person, organization, or entity who is the subject of and has been issued a Certificate, and is capable of using, and is authorized to use, the private key that corresponds to the public key listed in the Certificate at issue.