



# **ENTRUST**

*WAP Server Certification Practice Statement*

**Version: 2.03**  
**October 22, 2008**

## Revision History

<b>Issue</b>	<b>Date</b>	<b>Changes in this Revision</b>
1.0	December 15, 1999	Initial version.
2.0	July 1, 2000	Addition of provisions dealing with subordinate entities (such as third party registration authorities) in the Entrust WAP Server public key infrastructure. Revision of numerous other terms and conditions.
2.01	January 1, 2003	Entrust legal name change.
2.02	May 14, 2004	Minor revisions to language for export requirements.
2.03	October 22, 2008	Revision to routine rekey and key changeover. Other minor revisions having no substantive impact.

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## 1. Introduction

The Entrust WAP Server Certification Authorities issue Entrust WAP Server Certificates to support more secure communications between Wireless Application Protocol servers and mobile devices using the Wireless Transport Layer Security protocol. Entrust uses Entrust's award winning Entrust PKI™ family of software products to provide standards-compliant digital certificates that enable more secure wireless communications.

### 1.1 Overview

This Entrust WAP Server Certification Practice Statement describes the practices and procedures of (i) the Entrust WAP Server Certification Authorities, and (ii) Registration Authorities operating under the Entrust WAP Server Certification Authorities. This Entrust WAP Server Certification Practice Statement also describes the terms and conditions under which Entrust makes Certification Authority and Registration Authority services available in respect to Entrust WAP Server Certificates. This Entrust WAP Server Certification Practice Statement is applicable to all persons, entities, and organizations, including, without limitation, all Applicants, Subscribers, Relying Parties, Resellers, Co-marketers and any other persons, entities, or organizations that have a relationship with (i) Entrust in respect to Entrust WAP Server Certificates and/or any services provided by Entrust in respect to Entrust WAP Server Certificates, or (ii) any Registration Authorities operating under an Entrust Certification Authority, or any Resellers or Co-marketers providing any services in respect to Entrust WAP Server Certificates. This Entrust WAP Server Certification Practice Statement is incorporated by reference into all Entrust WAP Server Certificates issued by an Entrust WAP Server Certification Authorities. This Entrust WAP Server Certification Practice Statement provides Applicants, Subscribers, Relying Parties, Resellers, Co-marketers and other persons, entities, and organizations with a statement of the practices and procedures of the Entrust WAP Server Certification Authorities and also of the Registration Authorities operating under the Entrust WAP Server Certification Authorities. This Entrust WAP Server Certification Practice Statement also provides a statement of the rights and obligations of Entrust, any third parties that are operating Registration Authorities under the Entrust WAP Server Certification Authorities, Applicants, Subscribers, Relying Parties, Resellers, Co-marketers and any other persons, entities, or organizations that may use or rely on Entrust WAP Server Certificates or have a relationship with an Entrust WAP Server Certification Authority or a Registration Authority operating under an Entrust WAP Server Certification Authority in respect to Entrust WAP Server Certificates and/or any services in respect to Entrust WAP Server Certificates.

### 1.2 Identification

This document is called the Entrust WAP Server Certification Practice Statement.

### 1.3 Community and Application

Use of Entrust WAP Server Certificates is restricted to Wireless Application Protocol servers using the Wireless Transport Layer Security protocol. Any other use of Entrust WAP Server Certificates is prohibited.

#### 1.3.1 Certification Authorities

In the Entrust WAP server public-key infrastructure, Certification Authorities may accept CSRs and Public Keys from Applicants whose identity has been verified as provided herein by an Entrust-operated Registration Authority or by an independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority for the issuance of an Entrust WAP Server Certificate. If an Entrust WAP Server Certificate Application is verified, the verifying Registration Authority will send a request to an Entrust WAP Server Certification Authority for the issuance of an Entrust WAP

Server Certificate. The Entrust WAP Server Certification Authority will create an Entrust WAP Server Certificate containing the Public Key and identification information contained in the request sent by the Registration Authority to that Entrust WAP Server Certification Authority. The Entrust WAP Server Certificate created in response to the request will be digitally signed by the Entrust WAP Server Certification Authority.

Only Certification Authorities authorized by Entrust are permitted to issue Entrust WAP Server Certificates. In the event that more than one Certification Authority is authorized to issue Entrust WAP Server Certificates, Entrust will post a list of authorized Certification Authorities in the Entrust Repository.

### **1.3.2 Registration Authorities**

In the Entrust WAP server public-key infrastructure, Registration Authorities under the Entrust WAP Server Certification Authorities may accept Entrust WAP Server Certificate Applications from Applicants and perform a limited verification of the information contained in such Entrust WAP Server Certificate Applications. If the information provided is verified according to the procedures established by the Entrust Policy Authority, a Registration Authority operating under an Entrust WAP Server Certification Authority may send a request to such Entrust WAP Server Certification Authority to issue an Entrust WAP Server Certificate to the Applicant. Only Registration Authorities authorized by Entrust are permitted to submit requests to an Entrust WAP Server Certification Authority for the issuance of Entrust WAP Server Certificates. In the event that more than one Registration Authority is authorized to perform this function for Entrust WAP Server Certificates, Entrust will post a list of authorized Registration Authorities in the Entrust Repository.

### **1.3.3 End Entities**

End entities for the Entrust WAP server public-key infrastructure consist of:

1. **Applicants** - An Applicant is a person, entity, or organization that has applied for, but has not yet been issued an Entrust WAP Server Certificate.
2. **Subscribers** - A Subscriber is a person, entity, or organization that has been issued an Entrust WAP Server Certificate.
3. **Relying Parties** – A Relying Party is a person, entity, or organization that relies on or uses a Entrust WAP Server Certificate and/or any other information provided in an Entrust Repository to verify the identity and Public Key of a Subscriber and/or use such Public Key to send or receive encrypted communications to or from a Subscriber.

### **1.3.4 Applicability**

This Entrust WAP Server Certification Practice Statement is applicable to Entrust WAP Server Certificates issued by Entrust WAP Server Certification Authorities. Entrust WAP Server Certificates are issued by Entrust WAP Server Certification Authorities for use by Wireless Application Protocol servers providing Wireless Transport Layer Security-based services. Entrust WAP Server Certificates conform to Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd.

**1.4 Contact Details**

**1.4.1 Specification Administration Organization**

The Entrust WAP Server Certification Practice Statement is administered by the Entrust Operational Authority and is based on the policies established by the Entrust Policy Authority.

**1.4.2 Contact Person**

The contact information for questions about Entrust WAP Server Certificates is:

Entrust Limited  
1000 Innovation Drive  
Ottawa, Ontario K2K 3E7  
Tel: 1-877-368-7483  
Fax: 1-877-839-3538  
Email: [certserv.support@Entrust.com](mailto:certserv.support@Entrust.com)



## 2. General Provisions

### 2.1 Obligations

#### 2.1.1 Certification Authority Obligations

An Entrust WAP Server Certification Authority shall:

- (i) provide Certification Authority services in accordance with the terms and conditions of the Entrust WAP Server Certification Practice Statement; and
- (ii) upon receipt of a request from a Registration Authority operating under such Entrust WAP Server Certification Authority, issue an Entrust WAP Server Certificate in accordance with the terms and conditions of the Entrust WAP Server Certification Practice Statement.

In operating the Entrust WAP Server Certification Authorities, Entrust may use one or more representatives or agents to perform its obligations under the Entrust WAP Server Certification Practice Statement, any Subscription Agreements, or any Relying Party Agreements, provided that Entrust shall remain responsible for its performance.

#### 2.1.2 Registration Authority Obligations

A Registration Authority operating under an Entrust WAP Server Certification Authority shall:

- (i) receive Entrust WAP Server Certificate Applications in accordance with the terms and conditions of the Entrust WAP Server Certification Practice Statement;
- (ii) perform limited verification of information submitted by Applicants when applying for Entrust WAP Server Certificates, and if such verification is successful, submit a request to an Entrust WAP Server Certification Authority for the issuance of an Entrust WAP Server Certificate, all in accordance with the terms and conditions of the Entrust WAP Server Certification Practice Statement;
- (iii) notify Subscribers, in accordance with the terms and conditions of the Entrust WAP Server Certification Practice Statement, when an Entrust WAP Server Certificate has been issued to them; and
- (iv) notify Subscribers, in accordance with the terms and conditions of the Entrust WAP Server Certification Practice Statement, that an Entrust WAP Server Certificate issued to them will soon expire.

Entrust may use one or more representatives or agents to perform its obligations in respect of an Entrust-operated Registration Authority under the Entrust WAP Server Certification Practice Statement, any Subscription Agreements, or any Relying Party Agreements, provided that Entrust shall remain responsible for the performance of such representatives or agents under the Entrust WAP Server Certification Practice Statement, any Subscription Agreements, or any Relying Party Agreements. Entrust may appoint independent third parties to act as Registration Authorities under an Entrust WAP Server Certification Authority. Such independent third-party Registration Authorities shall be responsible for their performance under the Entrust WAP Server Certification Practice Statement and any Subscription Agreements. Entrust shall not be responsible for the performance of such independent third-party Registration Authorities. Independent third-party Registration Authorities may use one or more representatives or agents to perform their obligations when acting as a Registration Authority under an Entrust WAP Server Certification Authority. Independent third-party Registration Authorities shall remain responsible for the performance of such representatives or agents under the Entrust WAP Server Certification Practice Statement and any Subscription Agreements. Entrust may appoint Resellers and Co-marketers for Entrust WAP Server Certificates and services provided in respect to Entrust WAP Server Certificates. Such Resellers and Co-marketers shall be responsible for their performance under the Entrust WAP Server Certification Practice Statement and any Subscription Agreements. Entrust shall not be responsible for the performance of any such Resellers and Co-marketers. Resellers and Co-marketers may use one or more representatives or agents to perform their obligations under the Entrust WAP Server Certification Practice Statement and any Subscription Agreements. Resellers and Co-marketers shall remain responsible for the performance of such representatives or agents under the Entrust WAP Server Certification Practice Statement and any

Subscription Agreements. Independent third-party Registration Authorities, Resellers, and Co-marketers shall be entitled to receive all of the benefit of all (i) disclaimers of representations, warranties, and conditions, (ii) limitations of liability, (iii) representations and warranties from Applicants, Subscribers, and Relying Parties, and (iv) indemnities from Applicants, Subscribers, and Relying Parties, set forth in this Entrust WAP Server Certification Practice Statement or set forth in any Subscription Agreements.

### 2.1.3 Subscriber Obligations

Subscribers and Applicants shall:

- (i) understand and, if necessary, receive proper education in the use of Public-Key cryptography and Certificates including Entrust WAP Server Certificates;
- (ii) provide, in any communications with Entrust or an independent third-party Registration Authority, correct information with no errors, misrepresentations, or omissions;
- (iii) generate a new, secure, and cryptographically sound Key Pair to be used in association with the Subscriber's Entrust WAP Server Certificate or Applicant's Entrust WAP Server Certificate Application;
- (iv) read and agree to all terms and conditions of the Entrust WAP Server Certification Practice Statement and Subscription Agreement;
- (v) refrain from modifying the contents of an Entrust WAP Server Certificate;
- (vi) use Entrust WAP Server Certificates exclusively for legal and authorized purposes in accordance with the terms and conditions of the Entrust WAP Server Certification Practice Statement and applicable laws;
- (vii) only use an Entrust WAP Server Certificate on behalf of the person, entity, or organization listed as the Subject in such Entrust WAP Server Certificate;
- (viii) protect the Subscriber's or Applicant's Private Keys by storing them either on a hardware token or a disk and further by storing that device separately from the Subscriber's or Applicant's computer, when not in use;
- (ix) notify Entrust or, if Applicant submitted its Entrust WAP Server Certificate Application to an independent third-party Registration Authority, such independent third-party Registration Authority, as soon as reasonably practicable of any change to any information included in the Applicant's Entrust WAP Server Certificate Application or any change in any circumstances that would make the information in the Applicant's Entrust WAP Server Certificate Application misleading or inaccurate;
- (x) notify Entrust or, if Subscriber received its Entrust WAP Server Certificate through an independent third-party Registration Authority, such independent third-party Registration Authority, as soon as reasonably practicable of any change to any information included in the Subscriber's Entrust WAP Server Certificate or any change in any circumstances that would make the information in the Subscriber's Entrust WAP Server Certificate misleading or inaccurate;
- (xi) immediately cease to use an Entrust WAP Server Certificate if any information included in the Subscriber's Entrust WAP Server Certificate or if any change in any circumstances would make the information in the Subscriber's Entrust WAP Server Certificate misleading or inaccurate;
- (xii) notify Entrust or, if Subscriber received its Entrust WAP Server Certificate from an independent third-party Registration Authority, such independent third-party Registration Authority, immediately of any suspected or actual Compromise of the Subscriber's or Applicant's Private Keys;
- (xiii) immediately cease to use the Subscriber's Entrust WAP Server Certificate upon (a) expiration of such Entrust WAP Server Certificate, or (b) any suspected or actual Compromise of the Private Key corresponding to the Public Key in such Entrust WAP Server Certificate, and remove such Entrust WAP Server Certificate from the devices and/or software in which it has been installed;
- (xiv) only use the Subscriber's Entrust WAP Server Certificate on one (1) Wireless Application Protocol server at any given time;
- (xv) refrain from using the Subscriber's Private Key corresponding to the Public Key in the Subscriber's Entrust WAP Server Certificate to sign other Certificates; and

- (xvi) use the Subscriber's or Applicant's own judgment about whether it is appropriate given the level of security and trust provided by Entrust WAP Server Certificates to use an Entrust WAP Server Certificate in any given circumstance.

Entrust WAP Server Certificates and related information may be subject to export, import, and/or use restrictions. Subscribers shall comply with all laws and regulations applicable to a Subscriber's right to export, import, and/or use Entrust WAP Server Certificates or related information, including, without limitation, all laws and regulations in respect to nuclear, chemical or biological weapons proliferation. Subscribers shall be responsible for procuring all required licenses and permissions for any export, import, and/or use of Entrust WAP Server Certificates or related information. Certain cryptographic techniques, software, hardware, and firmware ("Technology") that may be used in processing or in conjunction with Entrust WAP Server Certificates may be subject to export, import, and/or use restrictions. Subscribers shall comply with all laws and regulations applicable to a Subscriber's right to export, import, and/or use such Technology or related information. Subscribers shall be responsible for procuring all required licenses and permissions for any export, import, and/or use of such Technology or related information.

#### 2.1.3.1 Subscriber and Applicant Representations and Warranties

Subscribers and Applicants represent and warrant to Entrust that:

- (i) all information provided by the Subscriber or Applicant to Entrust or to any independent third-party Registration Authorities is correct and does not contain any errors, omissions, or misrepresentations;
- (ii) the Private Key corresponding to the Public Key submitted by the Subscriber and/or Applicant in connection with an Entrust WAP Server Certificate Application was created using sound cryptographic techniques and has not been Compromised;
- (iii) any information provided to Entrust or to any independent third-party Registration Authorities by the Subscriber and/or Applicant in connection with an Entrust WAP Server Certificate 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 Applicant shall notify Entrust or, if the Applicant submitted its Entrust WAP Server Certificate Application to an independent third-party Registration Authority, such independent third-party Registration Authority, as soon as practicable if any information included in the Applicant's Entrust WAP Server Certificate Application changes or if any change in any circumstances would make the information in the Applicant's Entrust WAP Server Certificate Application misleading or inaccurate;
- (v) the Subscriber shall immediately cease to use the Subscriber's Entrust WAP Server Certificate if any information included in the Subscriber's Entrust WAP Server Certificate changes or if any change in any circumstances would make the information in the Subscriber's Entrust WAP Server Certificate misleading or inaccurate;
- (vi) the Subscriber shall immediately cease to use the Subscriber's Entrust WAP Server Certificate upon (a) expiration of such Entrust WAP Server Certificate, or (b) any suspected or actual Compromise of the Private Key corresponding to the Public Key in such Entrust WAP Server Certificate, and shall remove such Entrust WAP Server Certificate from the devices and/or software in which it has been installed; and
- (vii) the Subscriber and/or Applicant will not use Entrust WAP Server Certificates for any hazardous or unlawful (including tortious) activities.

**APPLICANTS AND SUBSCRIBERS SPECIFICALLY ACKNOWLEDGE THAT REVOCATION OF CERTIFICATES IS NOT SUPPORTED IN VERSION 1.1 OF THE WTLS SPECIFICATION AS PUBLISHED BY THE WIRELESS APPLICATION PROTOCOL FORUM LTD., AND ACCORDINGLY AN ENTRUST WAP SERVER CERTIFICATE MAY CONTAIN (I) INFORMATION THAT HAS CHANGED OR THAT HAS BEEN DETERMINED SUBSEQUENT TO ISSUANCE TO BE INVALID, OR (II) A PUBLIC KEY THAT CORRESPONDS TO A PRIVATE KEY THAT HAS BEEN COMPROMISED. APPLICANTS AND SUBSCRIBERS ALSO SPECIFICALLY ACKNOWLEDGE THAT THE ENTRUST WAP SERVER CERTIFICATION**

**AUTHORITY WILL NOT BE ABLE TO REVOKE AN ENTRUST WAP SERVER CERTIFICATE IF THERE IS ANY CHANGE IN THE INFORMATION IN SUCH ENTRUST WAP SERVER CERTIFICATE, IF IT IS SUBSEQUENTLY DISCOVERED THAT THE INFORMATION IN SUCH ENTRUST WAP SERVER CERTIFICATE IS INVALID, IF THE PRIVATE KEY CORRESPONDING TO THE PUBLIC KEY IN AN ENTRUST WAP SERVER CERTIFICATE HAS BEEN COMPROMISED, OR IF THE ENTRUST WAP SERVER CERTIFICATION AUTHORITIES' PRIVATE KEY HAS BEEN COMPROMISED. APPLICANTS AND SUBSCRIBERS ACKNOWLEDGE THAT ENTRUST WAP SERVER CERTIFICATION AUTHORITIES WILL BE UNABLE TO REVOKE AN ENTRUST WAP SERVER CERTIFICATE EVEN IF THE ENTRUST WAP SERVER CERTIFICATION AUTHORITIES ARE AWARE OF ANY SUCH CHANGE, INVALIDITY, OR COMPROMISE. APPLICANTS AND SUBSCRIBERS ACKNOWLEDGE THAT AN APPLICANT'S DECISION TO APPLY FOR AN ENTRUST WAP SERVER CERTIFICATE AND A SUBSCRIBER'S DECISION TO USE AN ENTRUST WAP SERVER CERTIFICATE SHALL HAVE BEEN MADE HAVING TAKEN INTO CONSIDERATION SUCH LIMITATIONS WITH RESPECT TO REVOCATION AND CHANGED OR INVALID INFORMATION OR POSSIBLE COMPROMISE.**

#### **2.1.3.2 Subscriber Notice Requirements**

Subscriber shall display the following notice in a prominent location on Subscriber's WAP server that may be viewed by Relying Parties (for example, in the "legal" or "disclaimers" section of Subscriber's WAP server):

"Reliance on Entrust WAP Server Certificates ("WAP Cert(s)") is governed by the terms of the Entrust WAP Server Certification Practice Statement (the "WAP CPS") ([www.entrust.net/WAPCPS](http://www.entrust.net/WAPCPS)) and the Relying Party Agreement ([www.entrust.net/customer/waprelyingparty.htm](http://www.entrust.net/customer/waprelyingparty.htm)). Reliance on a WAP Cert shall constitute acceptance of such terms."

#### **2.1.4 Relying Party Obligations**

Relying Parties shall:

- (i) understand and, if necessary, receive proper education in the use of Public-Key cryptography and Certificates including Entrust WAP Server Certificates;
- (ii) read and agree to all terms and conditions of the Entrust WAP Server Certification Practice Statement and the Relying Party Agreement;
- (iii) trust and make use of an Entrust WAP Server Certificate only if the Entrust WAP Server Certificate has not expired and if a proper chain of trust can be established to a trustworthy root; and
- (iv) make their own judgment and rely on an Entrust WAP Server Certificate only if such reliance is reasonable in the circumstances, including determining whether such reliance is reasonable given the nature of the security and trust provided by an Entrust WAP Server Certificate and the value of any transaction that may involve the use of an Entrust WAP Server Certificate.

**RELYING PARTIES SPECIFICALLY ACKNOWLEDGE THAT REVOCATION OF CERTIFICATES IS NOT SUPPORTED IN VERSION 1.1 OF THE WTLS SPECIFICATION AS PUBLISHED BY THE WIRELESS APPLICATION PROTOCOL FORUM LTD., AND ACCORDINGLY AN ENTRUST WAP SERVER CERTIFICATE MAY CONTAIN (I) INFORMATION THAT HAS CHANGED OR THAT HAS BEEN DETERMINED SUBSEQUENT TO ISSUANCE TO BE INVALID, OR (II) A PUBLIC KEY THAT CORRESPONDS TO A PRIVATE KEY THAT HAS BEEN COMPROMISED. RELYING PARTIES ALSO SPECIFICALLY ACKNOWLEDGE THAT THE ENTRUST WAP SERVER CERTIFICATION AUTHORITY WILL NOT BE ABLE TO REVOKE AN ENTRUST WAP SERVER CERTIFICATE IF THERE IS ANY CHANGE IN THE INFORMATION IN SUCH ENTRUST WAP SERVER CERTIFICATE, IF IT IS SUBSEQUENTLY DISCOVERED THAT THE INFORMATION IN SUCH ENTRUST WAP SERVER CERTIFICATE IS INVALID, IF THE PRIVATE KEY**

**CORRESPONDING TO THE PUBLIC KEY IN AN ENTRUST WAP SERVER CERTIFICATE HAS BEEN COMPROMISED, OR IF THE ENTRUST WAP SERVER CERTIFICATION AUTHORITIES' PRIVATE KEY HAS BEEN COMPROMISED. RELYING PARTIES ACKNOWLEDGE THAT THE ENTRUST WAP SERVER CERTIFICATION AUTHORITIES WILL BE UNABLE TO REVOKE SUCH ENTRUST WAP SERVER CERTIFICATE EVEN IF THE ENTRUST WAP SERVER CERTIFICATION AUTHORITIES ARE AWARE OF SUCH CHANGE, INVALIDITY, OR COMPROMISE. RELYING PARTIES ACKNOWLEDGE THAT A RELYING PARTY'S DECISION TO USE AN ENTRUST WAP SERVER CERTIFICATE SHALL HAVE BEEN MADE HAVING TAKEN INTO CONSIDERATION SUCH LIMITATIONS WITH RESPECT TO REVOCATION AND CHANGED OR INVALID INFORMATION OR POSSIBLE COMPROMISE.**

Entrust WAP Server Certificates and related information may be subject to export, import, and/or use restrictions. Relying Parties shall comply with all laws and regulations applicable to a Relying Party's right to use Entrust WAP Server Certificates and/or related information, including, without limitation, all laws and regulations in respect to nuclear, chemical or biological weapons proliferation. Relying Parties shall be responsible for procuring all required licenses and permissions for any export, import, or use of Entrust WAP Server Certificates and/or related information. Certain cryptographic techniques, software, hardware, and firmware ("Technology") that may be used in processing or in conjunction with Entrust WAP Server Certificates may be subject to export, import, and/or use restrictions. Relying Parties shall comply with all laws and regulations applicable to a Relying Party's right to export, import, and/or use such Technology or related information. Relying Parties shall be responsible for procuring all required licenses and permissions for any export, import, and/or use of such Technology or related information.

#### **2.1.4.1 Relying Party Representations and Warranties**

Relying Parties represent and warrant to Entrust that:

- (i) the Relying Party shall properly validate an Entrust WAP Server Certificate before making a determination about whether to rely on such Entrust WAP Server Certificate, including confirmation that the Entrust WAP Server Certificate has not expired and that a proper chain of trust can be established to a trustworthy root;
- (ii) the Relying Party shall not rely on an expired Entrust WAP Server Certificate;
- (iii) the Relying Party shall not rely on an Entrust WAP Server Certificate that cannot be validated back to a trustworthy root;
- (iv) the Relying Party shall exercise its own judgment in determining whether it is reasonable under the circumstances to rely on an Entrust WAP Server Certificate, including determining whether such reliance is reasonable given the nature of the security and trust provided by an Entrust WAP Server Certificate and the value of any transaction that may involve the use of an Entrust WAP Server Certificate; and
- (v) the Relying Party shall not use an Entrust WAP Server Certificate for any hazardous or unlawful (including tortious) activities.

#### **2.1.5 Repository Obligations**

An Entrust Repository shall make available a copy of the Entrust WAP Server Certification Practice Statement and other information related to the products and services provided by Entrust WAP Server Certification Authorities and any Registration Authorities operating under the Entrust WAP Server Certification Authorities.

#### **2.2 Liability**

**THE MAXIMUM CUMULATIVE LIABILITY OF ENTRUST, ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER AN ENTRUST WAP SERVER CERTIFICATION AUTHORITY, RESELLERS, CO-MARKETERS OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES OR DIRECTORS OF ANY OF THE FOREGOING TO ANY APPLICANTS, SUBSCRIBERS, RELYING PARTIES OR ANY OTHER PERSONS, ENTITIES, OR ORGANIZATIONS FOR ANY LOSSES, COSTS, EXPENSES, LIABILITIES, DAMAGES, CLAIMS, OR SETTLEMENT AMOUNTS ARISING**

**OUT OF OR RELATING TO USE OF AN ENTRUST WAP SERVER CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO ANY ENTRUST WAP SERVER CERTIFICATES IS LIMITED BY THIS ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT. THIS ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT ALSO CONTAINS LIMITED WARRANTIES, LIMITATIONS ON LIABILITY, AND DISCLAIMERS OF REPRESENTATIONS, WARRANTIES AND CONDITIONS.**

## **2.2.1 CA Liability**

### **2.2.1.1 Warranties and Limitations on Warranties**

Entrust makes the following limited warranties to Subscribers with respect to the operation of Entrust WAP Server Certification Authorities:

- (i) Entrust WAP Server Certification Authorities shall provide Repository services consistent with the practices and procedures set forth in this Entrust WAP Server Certification Practice Statement;
- (ii) Entrust WAP Server Certification Authorities shall perform Entrust WAP Server Certificate issuance consistent with the procedures set forth in this Entrust WAP Server Certification Practice Statement.

Notwithstanding the foregoing, in no event does Entrust, any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, or any Resellers, Co-marketers, or any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing make any representations, or provide any warranties, or conditions to any Applicants, Subscribers, Relying Parties, or any other persons, entities, or organizations with respect to (i) the techniques used in the generation and storage of the Private Key corresponding to the Public Key in an Entrust WAP Server 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 an Entrust WAP Server Certificate, (iii) any software whatsoever, or (iv) non-repudiation of any Entrust WAP Server Certificate or any transaction facilitated through the use of an Entrust WAP Server Certificate, since such determination is a matter of applicable law.

Applicants, Subscribers, and Relying Parties acknowledge and agree that operations in relation to Entrust WAP Server Certificates and Entrust WAP Server Certificate Applications are dependent on the transmission of information over communication infrastructures such as, without limitation, the Internet, telephone and telecommunications lines and networks, servers, firewalls, proxies, routers, switches, and bridges ("Telecommunication Equipment") and that this Telecommunication Equipment is not under the control of Entrust or any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, or any Resellers, Co-marketers, or any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing. Neither Entrust nor any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, or any Resellers, Co-marketers, or any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing shall be liable for any error, failure, delay, interruption, defect, or corruption in relation to an Entrust WAP Server Certificate or an Entrust WAP Server Certificate Application to the extent that such error, failure, delay, interruption, defect, or corruption is caused by such Telecommunication Equipment.

### **2.2.1.2 Disclaimers**

**EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 2.2.1.1, NEITHER ENTRUST NOR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITY OPERATING UNDER AN ENTRUST WAP SERVER CERTIFICATION AUTHORITY, OR 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 AND ALL INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER**

AN ENTRUST WAP SERVER CERTIFICATION AUTHORITY, AND ALL RESELLERS, CO-MARKETERS, AND ALL SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, AND DIRECTORS OF ANY OF THE FOREGOING SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE.

#### **2.2.1.3 Loss Limitations**

IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF ENTRUST, ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITY OPERATING UNDER AN ENTRUST WAP SERVER CERTIFICATION AUTHORITY, ANY RESELLERS, OR CO-MARKETERS, AND ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING TO ANY APPLICANT, SUBSCRIBER, RELYING PARTY OR ANY OTHER PERSON, ENTITY, OR ORGANIZATION ARISING OUT OF OR RELATING TO ANY ENTRUST WAP SERVER CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO ENTRUST WAP SERVER CERTIFICATES, INCLUDING ANY USE OR RELIANCE ON ANY ENTRUST WAP SERVER CERTIFICATE, EXCEED ONE THOUSAND UNITED STATES DOLLARS (\$1000.00 U.S.) (“CUMULATIVE DAMAGE CAP”). THIS LIMITATION SHALL APPLY ON A PER ENTRUST WAP SERVER CERTIFICATE BASIS REGARDLESS OF THE NUMBER OF TRANSACTIONS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO SUCH ENTRUST WAP SERVER CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO SUCH ENTRUST WAP 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 WAP SERVER CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO AN ENTRUST WAP 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 AUTHORITY OPERATING UNDER AN ENTRUST WAP SERVER CERTIFICATION AUTHORITY, 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 WAP SERVER CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO AN ENTRUST WAP SERVER CERTIFICATE REGARDLESS OF APPORTIONMENT AMONG CLAIMANTS.

IN NO EVENT SHALL ENTRUST OR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITY OPERATING UNDER AN ENTRUST WAP SERVER CERTIFICATION AUTHORITY, 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 WAP 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 CERTAIN APPLICANTS, SUBSCRIBERS, RELYING PARTIES, OR OTHER PERSONS, ENTITIES, OR ORGANIZATIONS. THE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS AND THE LIMITATIONS OF LIABILITY IN THIS ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT CONSTITUTE AN ESSENTIAL PART OF THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT, ANY SUBSCRIPTION AGREEMENTS, AND ANY RELYING PARTY AGREEMENTS. ALL APPLICANTS, SUBSCRIBERS, RELYING PARTIES, AND OTHER PERSONS, ENTITIES, AND ORGANIZATIONS ACKNOWLEDGE THAT BUT FOR THESE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS AND LIMITATIONS OF LIABILITY, ENTRUST WOULD NOT ISSUE ENTRUST WAP SERVER CERTIFICATES TO SUBSCRIBERS AND NEITHER ENTRUST NOR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER AN ENTRUST WAP 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 WAP SERVER CERTIFICATES AND THAT THESE PROVISIONS PROVIDE FOR A REASONABLE ALLOCATION OF RISK.**

#### **2.2.1.4 Other Exclusions**

Without limitation, neither Entrust nor any independent third-party Registration Authorities operating under an Entrust WAP Server Certification Authority, nor any Resellers or Co-marketers, or any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing shall be liable to any Applicants, Subscribers, Relying Parties or any other person, entity, or organization for any losses, costs, expenses, liabilities, damages, claims, or settlement amounts arising out of or relating to use of an Entrust WAP Server Certificate or any services provided in respect to an Entrust WAP Server Certificate if:

- (i) the Entrust WAP Server Certificate was issued as a result of errors, misrepresentations, or other acts or omissions of a Subscriber or of any other person, entity, or organization;
- (ii) the Entrust WAP Server Certificate has expired;
- (iii) the Entrust WAP Server Certificate has been modified or otherwise altered;
- (iv) the Subscriber failed to stop using an Entrust WAP Server Certificate after the information contain in such Entrust WAP Server Certificate changed or after circumstances changed so that the information contained in such Entrust WAP Server Certificate became misleading or inaccurate;
- (v) a Subscriber breached the Entrust WAP Server Certification Practice Statement or the Subscriber's Subscription Agreement, or a Relying Party breached the Entrust WAP Server Certification Practice Statement or the Relying Party's Relying Party Agreement;
- (vi) the Private Key associated with the Entrust WAP Server Certificate has been Compromised; or
- (vii) the Entrust WAP Server Certificate is used other than as permitted by the Entrust WAP Server Certification Practice Statement or is used in contravention of applicable law.

In no event shall Entrust or any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, or any Resellers, Co-marketers, or any subcontractors, distributors,



agents, suppliers, employees, or directors of any of the foregoing be liable to any Applicant, Subscriber, or any other person, entity, or organization for any losses, costs, liabilities, expenses, damages, claims, or settlement amounts arising out of or relating to the refusal by Entrust or any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, or any Resellers, Co-marketers, or any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing to issue or request the issuance of an Entrust WAP Server Certificate. In no event shall Entrust or any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, or any Resellers, Co-marketers, or any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing be liable to any Applicant, Subscriber, or any other person, entity, or organization for any losses, costs, liabilities, expenses, damages, claims, or settlement amounts arising out of or relating to any delay by Entrust or any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, or any Resellers, Co-marketers, or any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing, in issuing or in requesting the issuance of an Entrust WAP Server Certificate.

In no event shall Entrust or any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, or any Resellers, Co-marketers, or any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing be liable to any Subscriber, Relying Party, or any other person, entity, or organization for any losses, costs, expenses, liabilities, damages, claims, or settlement amounts arising out of or relating to any proceeding or allegation that an Entrust WAP Server Certificate or any information contained in an Entrust WAP Server 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, entity, or organization in any jurisdiction.

#### **2.2.1.5 Hazardous Activities**

Entrust WAP Server Certificates and the services provided by Entrust in respect to Entrust WAP Server Certificates are not designed, manufactured, or intended for use in or in conjunction with hazardous activities or uses requiring fail-safe performance, including the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, medical devices or direct life support machines. Entrust and any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, and any Resellers, 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 with respect to such uses, whether express, implied, statutory, by usage of trade, or otherwise.

#### **2.2.2 RA Liability**

The same liability provisions that apply in Section 2.2.1 with respect to Entrust WAP Server Certification Authorities shall apply with respect to Entrust-operated Registration Authorities and independent third-party Registration Authorities operating under Entrust WAP Server Certification Authorities and all Resellers, Co-marketers and all subcontractors, distributors, agents, suppliers, employees, and directors of any of the foregoing.

### **2.3 Financial Responsibility**

Subscribers and Relying Parties shall be responsible for the financial consequences to such Subscribers, Relying Parties, and to any other persons, entities, or organizations for any transactions in which such Subscribers or Relying Parties participate and which use Entrust WAP Server Certificates or any services provided in respect to Entrust WAP Server Certificates. Entrust makes no representations and gives no warranties or conditions regarding the financial efficacy of any transaction completed utilizing an Entrust WAP Server Certificate or any services provided in respect to Entrust WAP Server Certificates and neither Entrust nor any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, nor any Resellers, Co-marketers, nor any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing shall have any liability except as explicitly set forth herein in respect to the use of or reliance on an Entrust WAP Server Certificate or any services provided in respect to Entrust WAP Server Certificates.

#### **2.3.1 Indemnification by Relying Parties**

RELYING PARTIES SHALL INDEMNIFY AND HOLD ENTRUST AND ALL INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER AN ENTRUST WAP SERVER CERTIFICATION AUTHORITY, AND ALL RESELLERS, CO-MARKETERS, AND ALL SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, AND DIRECTORS OF ANY OF THE FOREGOING (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, COSTS, EXPENSES, DAMAGES, CLAIMS, AND SETTLEMENT AMOUNTS (INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, AND EXPERT'S FEES) ARISING OUT OF OR RELATING TO ANY USE OR RELIANCE BY A RELYING PARTY ON ANY ENTRUST WAP SERVER CERTIFICATE OR ANY SERVICE PROVIDED IN RESPECT TO ENTRUST WAP SERVER CERTIFICATES, INCLUDING (I) LACK OF PROPER VALIDATION OF AN ENTRUST WAP SERVER CERTIFICATE BY A RELYING PARTY, (II) RELIANCE BY THE RELYING PARTY ON AN EXPIRED ENTRUST WAP SERVER CERTIFICATE, (III) USE OF AN ENTRUST WAP SERVER CERTIFICATE OTHER THAN AS PERMITTED BY THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT, THE SUBSCRIPTION AGREEMENT, ANY RELYING PARTY AGREEMENT, AND APPLICABLE LAW, (IV) FAILURE BY A RELYING PARTY TO EXERCISE REASONABLE JUDGMENT IN THE CIRCUMSTANCES IN RELYING ON AN ENTRUST WAP SERVER CERTIFICATE, OR (V) ANY CLAIM OR ALLEGATION THAT THE RELIANCE BY A RELYING PARTY ON AN ENTRUST WAP SERVER CERTIFICATE OR THE INFORMATION CONTAINED IN AN ENTRUST WAP SERVER CERTIFICATE INFRINGES, MISAPPROPRIATES, DILUTES, UNFAIRLY COMPETES WITH, OR OTHERWISE VIOLATES THE RIGHTS INCLUDING INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER RIGHTS OF ANYONE IN ANY JURISDICTION. NOTWITHSTANDING THE FOREGOING, RELYING PARTIES SHALL NOT BE OBLIGATED TO PROVIDE ANY INDEMNIFICATION TO AN INDEMNIFIED PARTY IN RESPECT TO ANY LIABILITIES, LOSSES, COSTS, EXPENSES, DAMAGES, CLAIMS, AND SETTLEMENT AMOUNTS (INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS AND EXPERT'S FEES) TO THE EXTENT THAT SUCH LIABILITIES, LOSSES, COSTS, EXPENSES, DAMAGES, CLAIMS, AND SETTLEMENT AMOUNTS (INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, AND EXPERT'S FEES) ARISE OUT OF OR RELATE TO ANY WILLFUL MISCONDUCT BY SUCH INDEMNIFIED PARTY.

#### **2.3.1.1 Indemnification by Subscribers**

SUBSCRIBERS SHALL INDEMNIFY AND HOLD ENTRUST AND ALL INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER AN ENTRUST WAP SERVER CERTIFICATION AUTHORITY, AND ALL RESELLERS, CO-MARKETERS, AND ALL SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING (COLLECTIVELY, THE "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, COSTS, EXPENSES, DAMAGES, CLAIMS, AND SETTLEMENT AMOUNTS (INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, AND EXPERT'S FEES) ARISING OUT OF OR RELATING TO ANY RELIANCE BY A RELYING PARTY ON ANY ENTRUST WAP SERVER CERTIFICATE OR ANY SERVICE PROVIDED IN RESPECT TO ENTRUST WAP SERVER CERTIFICATES, INCLUDING ANY (I) ERROR, MISREPRESENTATION OR OMISSION MADE BY A SUBSCRIBER IN USING OR APPLYING FOR AN ENTRUST WAP SERVER CERTIFICATE, (II) MODIFICATION MADE BY A SUBSCRIBER TO THE INFORMATION CONTAINED IN AN ENTRUST WAP SERVER CERTIFICATE, (III) USE OF AN ENTRUST WAP SERVER CERTIFICATE OTHER THAN AS PERMITTED BY THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT, THE SUBSCRIPTION AGREEMENT, ANY RELYING PARTY AGREEMENT, AND APPLICABLE LAW, (IV) FAILURE BY A SUBSCRIBER TO TAKE THE NECESSARY PRECAUTIONS TO PREVENT LOSS, DISCLOSURE, COMPROMISE OR UNAUTHORIZED USE OF THE PRIVATE KEY CORRESPONDING TO THE PUBLIC KEY IN SUCH SUBSCRIBER'S ENTRUST WAP SERVER CERTIFICATE, OR (V) ALLEGATION THAT THE USE OF A SUBSCRIBER'S ENTRUST WAP SERVER CERTIFICATE OR THE INFORMATION CONTAINED IN A SUBSCRIBER'S ENTRUST WAP SERVER CERTIFICATE INFRINGES, MISAPPROPRIATES, DILUTES, UNFAIRLY COMPETES WITH, OR OTHERWISE VIOLATES THE RIGHTS INCLUDING INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER RIGHTS OF ANYONE IN ANY JURISDICTION.

NOTWITHSTANDING THE FOREGOING, A SUBSCRIBER SHALL NOT BE OBLIGATED TO PROVIDE ANY INDEMNIFICATION TO AN INDEMNIFIED PARTY 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 LIABILITIES, LOSSES, COSTS, EXPENSES, DAMAGES, CLAIMS, AND SETTLEMENT AMOUNTS (INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, AND EXPERT'S FEES) ARISE OUT OF OR RELATE TO ANY WILLFUL MISCONDUCT BY SUCH INDEMNIFIED PARTY.

### **2.3.2 Fiduciary Relationships**

Nothing contained in this Entrust WAP Server Certification Practice Statement, or in any Subscription Agreement, or any Relying Party Agreement shall be deemed to constitute either Entrust or any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, or any Resellers, Co-marketers, or any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing the fiduciary, partner, agent, trustee, or legal representative of any Applicant, Subscriber, Relying Party or any other person, entity, or organization or to create any fiduciary relationship between either Entrust or any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, or any Resellers, Co-marketers, or any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing and any Subscriber, Applicant, Relying Party or any other person, entity, or organization, for any purpose whatsoever. Nothing in the Entrust WAP Server Certification Practice Statement, or in any Subscription Agreement or any Relying Party Agreement shall confer on any Subscriber, Applicant, Relying Party, or any other third party, any authority to act for, bind, or create or assume any obligation or responsibility, or make any representation on behalf of Entrust or any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, or any Resellers, Co-marketers, or any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing.

### **2.3.3 Administrative Processes**

No Stipulation.

## **2.4 Interpretation and Enforcement**

### **2.4.1 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 Entrust WAP Server Certification Practice Statement, all Subscription Agreements and all Relying Party Agreements. The application of the United Nations Convention on Contracts for the International Sale of Goods to the Entrust WAP Server Certification Practice Statement, any Subscription Agreements, and any Relying Party Agreements is expressly excluded. Any dispute arising out of or in respect to the Entrust WAP Server Certification Practice Statement, any Subscription Agreement, any Relying Party Agreement, or in respect to any Entrust WAP Server Certificates or any services provided in respect to any Entrust WAP Server 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, Applicants, Subscribers, and Relying Parties waive any right that such Applicants, Subscribers, and Relying Parties may have to a jury trial.

#### **2.4.1.1 Force Majeure**

Neither Entrust nor any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, nor any Resellers, Co-marketers, nor any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing shall be in default hereunder or liable for any losses, costs, expenses, liabilities, damages, claims, or settlement amounts arising out of or related to delays in performance or from failure to perform or comply with the terms of the Entrust WAP Server Certification Practice Statement, any Subscription Agreement, or any Relying Party Agreement due to any causes beyond its reasonable control, which causes include acts of God or the public enemy, riots and insurrections, war, accidents, fire, strikes and other labor difficulties (whether or not Entrust is in a position

to concede to such demands), embargoes, judicial action, failure or default of any superior certification authority, lack of or inability to obtain export permits or approvals, necessary labor, materials, energy, utilities, components or machinery, acts of civil or military authorities.

#### **2.4.1.2 Interpretation**

All references in this Entrust WAP Server Certification Practice Statement to “Sections” refer to the sections of this Entrust WAP Server Certification Practice Statement. As used in this Entrust WAP Server Certification Practice Statement, neutral pronouns and any variations thereof shall be deemed to include the feminine and masculine and all terms used in the singular shall be deemed to include the plural, and vice versa, as the context may require. The words “hereof”, “herein”, and “hereunder” and other words of similar import refer to this Entrust WAP Server Certification Practice Statement as a whole, as the same may from time to time be amended or supplemented, and not to any subdivision contained in this Entrust WAP Server Certification Practice Statement. The word “including” when used herein is not intended to be exclusive and means “including, without limitation.”

#### **2.4.2 Severability, Survival, Merger, Notice**

##### **2.4.2.1 Severability**

Whenever possible, each provision of the Entrust WAP Server Certification Practice Statement, any Subscription Agreements, and any Relying Party Agreements shall be interpreted in such a manner as to be effective and valid under applicable law. If the application of any provision of the Entrust WAP Server Certification Practice Statement, any Subscription Agreements, or any Relying Party Agreements 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 the Entrust WAP Server Certification Practice Statement, any Subscription Agreements, or any 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 THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT, ANY SUBSCRIPTION AGREEMENTS, OR ANY RELYING PARTY AGREEMENTS THAT DEAL 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 THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT, ANY SUBSCRIPTION AGREEMENTS, OR ANY RELYING PARTY AGREEMENTS AND SHALL BE SO INTERPRETED AND ENFORCED.**

##### **2.4.2.2 Survival**

The provisions of the section entitled “Definitions” and sections 2.1.3.1, 2.1.4.1, 2.2, 2.3, 2.4, 2.8, 2.9, 3.1.5, 3.1.6, 4.6 and 8.2 shall survive termination or expiration of the Entrust WAP Server Certification Practice Statement, any Subscription Agreements, and any Relying Party Agreements. All references to sections that survive termination of the Entrust WAP Server Certification Practice Statement, any Subscription Agreements, and any Relying Party Agreements, shall include all sub-sections of such sections. All payment obligations shall survive any termination or expiration of the Entrust WAP Server Certification Practice Statement, any Subscription Agreements, and any Relying Party Agreements.

##### **2.4.2.3 Merger**

The Entrust WAP Server Certification Practice Statement, the Subscription Agreements, and the Relying Party Agreements state all of the rights and obligations of Entrust, any independent third-party Registration Authorities operating under an Entrust WAP Server Certification Authority, any Resellers, Co-marketers, and any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing, and any Applicant, Subscriber, or Relying Party and any other persons, entities, or organizations in respect to the subject matter hereof and thereof and such rights and obligations shall not be augmented or derogated

by any prior agreements, communications, or understandings of any nature whatsoever whether oral or written. The rights and obligations of Entrust, any independent third-party Registration Authorities operating under an Entrust WAP Server Certification Authority, any Resellers, Co-marketers, and any subcontractors, distributors, agents, suppliers, employees, and directors of any of the foregoing may not be modified or waived orally and may be modified only in a writing signed or authenticated by a duly authorized representative of Entrust.

#### **2.4.2.4 Conflict of Provisions**

In the event of a conflict between the provisions of the Entrust WAP Server Certification Practice Statement and any express written agreement between Entrust or an independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority and a Subscriber or Relying Party, with respect to Entrust WAP Server Certificates or any services provided in respect to Entrust WAP Server Certificates, such other express written agreement shall take precedence. In the event of any inconsistency between the provisions of this Entrust WAP Server Certification Practice Statement and the provisions of any Subscription Agreement or any Relying Party Agreement, the terms and conditions of this Entrust WAP Server Certification Practice Statement shall govern.

#### **2.4.2.5 Waiver**

The failure of Entrust to enforce, at any time, any of the provisions of this Entrust WAP Server Certification Practice Statement, a Subscription Agreement with Entrust, or a Relying Party Agreement with Entrust or the failure of Entrust to require, at any time, performance by any Applicant, Subscriber, Relying Party or any other person, entity, or organization of any of the provisions of this Entrust WAP Server Certification Practice Statement, a Subscription Agreement with Entrust, or a Relying Party Agreement with Entrust, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of Entrust to enforce each and every such provision thereafter. The express waiver by Entrust of any provision, condition, or requirement of this Entrust WAP Server Certification Practice Statement, a Subscription Agreement with Entrust, or a Relying Party Agreement with Entrust shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement. The failure of an independent third-party Registration Authority or Reseller operating under an Entrust WAP Server Certification Authority (“Registration Authority”) to enforce, at any time, any of the provisions of a this Entrust WAP Server Certification Practice Statement, any Subscription Agreement with such Registration Authority, or any Relying Party Agreement with such Registration Authority or the failure to require by such Registration Authority, at any time, performance by any Applicant, Subscriber, Relying Party or any other person, entity, or organization of this Entrust WAP Server Certification Practice Statement, any Subscription Agreement with such Registration Authority, or any Relying Party Agreement with such Registration Authority shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of such Registration Authority to enforce each and every such provision thereafter. The express waiver by a Registration Authority of any provision, condition, or requirement of a Subscription Agreement with such Registration Authority or a Relying Party Agreement with such Registration Authority shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

#### **2.4.2.6 Notice**

Any notice to be given by a Subscriber, Applicant, or Relying Party to Entrust under this Entrust WAP Server Certification Practice Statement, a Subscription Agreement, or a Relying Party Agreement shall be given in writing to the address specified below by prepaid receipted mail, facsimile, or overnight courier, and shall be effective as follows (i) in the case of facsimile or courier, on the next Business Day, and (ii) in the case of receipted mail, five (5) Business Days following the date of deposit in the mail. Any notice to be given by Entrust under the Entrust WAP Server Certification Practice Statement, any Subscription Agreement, or any Relying Party Agreement shall be given by email or by facsimile or courier to the last address, email address or facsimile number for the Subscriber on file with Entrust. In the event of notice by email, the notice shall become effective on the next Business Day. In the event of notice by prepaid receipted mail, facsimile, or overnight courier, notice shall become effective as specified in (i) or (ii), depending on the means of notice utilized.

Notice address for Entrust:

Entrust Limited:  
1000 Innovation Drive  
Ottawa, Ontario  
Canada, K2K 3E7  
Attention: Director Operations, Entrust Certificate Services  
Fax: 1-877-839-3538

#### **2.4.2.7 Assignment**

Entrust WAP Server Certificates and the rights granted under the Entrust WAP Server Certification Practice Statement, any Subscription Agreement, or any Relying Party Agreement are personal to the Applicant, Subscriber, or Relying Party that entered into the Subscription Agreement or Relying Party Agreement and cannot be assigned, sold, transferred, or otherwise disposed of, whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Entrust or the Registration Authority under an Entrust WAP Server Certification Authority with which such Applicant, Subscriber, or Relying Party has contracted. Any attempted assignment or transfer without such consent shall be void and shall automatically terminate such Applicant's, Subscriber's or Relying Party's rights under the Entrust WAP Server Certification Practice Statement, any Subscription Agreement, or any Relying Party Agreement. Entrust may assign, sell, transfer, or otherwise dispose of the Entrust WAP Server Certification Practice Statement, any Subscription Agreements, or any Relying Party Agreements together with all of its rights and obligations under the Entrust WAP Server Certification Practice Statement, any Subscription Agreements, and any Relying Party Agreements (i) to an Affiliate, or (ii) as part of a sale, merger, or other transfer of all or substantially all the assets or stock of the business of Entrust to which the Entrust WAP Server Certification Practice Statement, the Subscription Agreements, and Relying Party Agreements relate. Subject to the foregoing limits, this Agreement shall be binding upon and shall inure to the benefit of permitted successors and assigns of Entrust, any third-party Registration Authorities operating under the Entrust Certification Authorities, Applicants, Subscribers, and Relying Parties, as the case may be.

#### **2.4.3 Dispute Resolution Procedures**

Any disputes between a Subscriber or an Applicant and Entrust or any third-party Registration Authorities operating under the Entrust Certification Authorities, or a Relying Party and Entrust or any third-party Registration Authorities operating under the Entrust Certification Authorities, 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 English in Ottawa, Ontario, before a sole arbitrator appointed by the American Arbitration Association (AAA) who shall be appointed by the AAA from its Technology Panel and shall be reasonably knowledgeable in electronic commerce disputes. The arbitrator shall apply the laws of the Province of Ontario, 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. In each arbitration, the prevailing party shall be entitled to an award of all or a portion of its costs in such arbitration, including reasonable attorney's fees actually incurred. Nothing in the Entrust WAP Server Certification Practice Statement, or in any Subscription Agreement, or any Relying Party Agreement shall preclude Entrust or any third-party Registration Authorities operating under the Entrust Certification Authorities from applying to any court of competent jurisdiction for temporary or permanent injunctive relief, without breach of this Section 2.4.3 and without any abridgment of the powers of the arbitrator, with respect to any (i) alleged Compromise that affects the integrity of an Entrust WAP Server Certificate, or (ii) alleged breach of the terms and conditions of the Entrust WAP Server Certification Practice Statement, any Subscription Agreement, or any Relying Party Agreement. The institution of any arbitration or any action shall not relieve an Applicant, Subscriber or Relying Party of its obligations under the Entrust WAP Server Certification Practice Statement, any Subscription Agreement, or any Relying Party Agreement.

**2.4.3.1 Limitation Period on Arbitrations and Actions**

Any and all arbitrations or legal actions in respect to a dispute that is related to an Entrust WAP Server Certificate or any services provided in respect to an Entrust WAP Server Certificate shall be commenced prior to the end of one (1) year after (i) the expiration of the Entrust WAP Server Certificate in dispute, or (ii) the date of provision of the disputed service or services in respect to the Entrust WAP Server Certificate in dispute, whichever is sooner. If any arbitration or action in respect to a dispute that is related to an Entrust WAP Server Certificate or any service or services provided in respect to an Entrust WAP Server Certificate is not commenced prior to such time, any party seeking to institute such an arbitration or action shall be barred from commencing or proceeding with such arbitration or action.

**2.5 Fees**

The fees for services provided by Entrust in respect to Entrust WAP Server Certificates are set forth in the Entrust Repository. These fees are subject to change, and any such changes shall become effective immediately after posting in the Entrust Repository. The fees for services provided by independent third-party Registration Authorities, Resellers and Co-marketers in respect to Entrust WAP Server Certificates are set forth on the web sites operated by such Registration Authorities, Resellers and Co-marketers. These fees are subject to change, and any such changes shall become effective immediately after posting in such web sites.

**2.5.1 Certificate Issuance or Renewal Fees**

See the Entrust Repository for the fees charged by Entrust. See the web sites operated by Registration Authorities operating under the Entrust Certification Authorities, Resellers, and Co-marketers for the fees charged by such Registration Authorities, Resellers, and Co-marketers.

**2.5.2 Certificate Access Fees**

See the Entrust Repository for the fees charged by Entrust. See the web sites operated by Registration Authorities operating under the Entrust Certification Authorities, Resellers, and Co-marketers for the fees charged by such Registration Authorities, Resellers, and Co-marketers.

**2.5.3 Revocation or Status Information Access Fees**

No stipulation. Revocation of Certificates is not supported in Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd.

**2.5.4 Fees for Other Services such as Policy Information**

See the Entrust Repository for the fees charged by Entrust. See the web sites operated by Registration Authorities operating under the Entrust Certification Authorities, Resellers, and Co-marketers for the fees charged by such Registration Authorities, Resellers, and Co-marketers.

**2.5.5 Refund Policy**

Neither Entrust nor any Registration Authorities operating under the Entrust Certification Authorities nor any Resellers or Co-Marketers provide any refunds for Entrust WAP Server Certificates or services provided in respect to Entrust WAP Server Certificates.

**2.6 Publication and Repositories**

Entrust maintains the Entrust Repository to store various information related to Entrust WAP Server Certificates and the operation of Entrust WAP Server Certification Authorities, Entrust Registration Authorities, and third-party Registration Authorities operating under the Entrust WAP Server Certification Authorities. The Entrust WAP Server Certification Practice Statement and various other related information is published in the Entrust Repository. The Entrust WAP Server Certification Practice Statement is also available from Entrust in hard copy upon request.

**2.6.1 Publication of CA Information**

The following Entrust WAP Server Certificate information is published in the Entrust Repository:

- (i) the Entrust WAP Server Certification Practice Statement; and

- (ii) information and agreements regarding the subscription for and reliance on Entrust WAP Server Certificates.

The data formats used for Entrust WAP Server Certificates is in accordance with Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd.

### **2.6.2 Frequency of Publication**

The Entrust WAP Server Certification Practice Statement may be re-issued and published in accordance with the policy set forth in Section 8 of this Entrust WAP Server Certification Practice Statement.

### **2.6.3 Access Controls**

The Entrust WAP Server Certification Practice Statement is published in the Entrust Repository. The Entrust WAP Server Certification Practice Statement will be available to all Applicants, Subscribers and Relying Parties, but may only be modified by the Entrust Policy Authority.

### **2.6.4 Repositories**

The Entrust WAP Server Certification Authorities maintain the Entrust Repositories to allow access to Entrust WAP Server Certificate-related information. The information in the Entrust Repositories is accessible through a web interface and is periodically updated as set forth in this Entrust WAP Server Certification Practice Statement. The Entrust Repositories are the only approved source for information about Entrust WAP Server Certificates.

## **2.7 Compliance Audit**

Entrust WAP Server Certification Authorities, Entrust-operated Registration Authorities, and independent third-party Registration Authorities operating under the Entrust WAP Server Certification Authorities shall be audited for compliance against the practices and procedures set forth in the Entrust WAP Server Certification Practice Statement.

### **2.7.1 Frequency of Entity Compliance Audit**

Entrust WAP Server Certification Authorities, Entrust-operated Registration Authorities, and independent third-party Registration Authorities operating under the Entrust WAP Server Certification Authorities shall be audited once per calendar year for compliance with the practices and procedures set forth in the Entrust WAP Server Certification Practice Statement. If the results of an audit report recommend remedial action, Entrust or the applicable independent third-party Registration Authority shall initiate corrective action within thirty (30) days of receipt of such audit report.

### **2.7.2 Identity/Qualifications of Auditor**

The compliance audit of Entrust WAP Server Certification Authorities shall be performed by a certified public accounting firm with a demonstrated competency in the evaluation of Certification Authorities and Registration Authorities.

### **2.7.3 Auditor's Relationship to Audited Party**

The certified public accounting firm selected to perform the compliance audit for the Entrust WAP Server Certification Authorities, Entrust-operated Registration Authorities, or independent third-party operated Registration Authorities under the Entrust Certification Authorities shall be independent from the entity being audited.

### **2.7.4 Topics Covered by Audit**

The compliance audit shall test compliance of Entrust WAP Server Certification Authorities, Entrust-operated Registration Authorities, or independent third-party operated Registration Authorities under the Entrust Certification Authorities against the policies and procedures set forth in this Entrust WAP Server Certification Practice Statement.

### **2.7.5 Actions Taken as a Result of Deficiency**

Upon receipt of a compliance audit that identifies any deficiencies, the audited Entrust WAP Server Certification Authority, Entrust-operated Registration Authority, or independent third-party operated



Registration Authority under an Entrust WAP Server Certification Authority shall use commercially reasonable efforts to correct any such deficiencies in an expeditious manner.

#### **2.7.6 Communication of Results**

The results of all compliance audits shall be communicated, in the case of Entrust WAP Server Certification Authorities, to the Entrust Operational Authority, and, in the case of any Entrust-operated Registration Authorities under an Entrust WAP Server Certification Authorities, to the Entrust Operation Authority, and in the case of third-party Registration Authorities operating under an Entrust WAP Server Certification Authority, to the operational authority for such Registration Authority.

#### **2.8 Confidentiality**

Neither Entrust nor any independent third-party Registration Authorities operating under the Entrust Certification Authorities, nor any Resellers or Co-Marketers shall disclose or sell Applicant or Subscriber names (or other information submitted by an Applicant or Subscriber when applying for an Entrust WAP Server Certificate), except in accordance with this Entrust WAP Server Certification Practice Statement, a Subscription Agreement, or a Relying Party Agreement. Entrust and all independent third-party Registration Authorities operating under the Entrust Certification Authorities, and all Resellers and Co-Marketers shall use a commercially reasonable degree of care to prevent such information from being used or disclosed for purposes other than those set forth in the Entrust WAP Server Certification Practice Statement, a Subscription Agreement, or a Relying Party Agreement. Notwithstanding the foregoing, Applicants and Subscribers acknowledge that some of the information supplied with an Entrust WAP Server Certificate Application is incorporated into Entrust WAP Server Certificates and that Entrust and all independent third-party Registration Authorities operating under the Entrust Certification Authorities, and all Resellers and Co-Marketers shall be entitled to make such information publicly available.

##### **2.8.1 Types of Information to be Kept Confidential**

Information that is supplied by Applicants, Subscribers, or Relying Parties for the subscription for, use of, or reliance upon an Entrust WAP Server Certificate, and which is not included in the information described in Section 2.8.2 below, shall be considered to be confidential. Entrust and independent third-party Registration Authorities under the Entrust Certification Authorities shall be entitled to disclose such information to any subcontractors or agents that are assisting Entrust in the verification of information supplied in Entrust WAP Server Certificate Applications or that are assisting Entrust in the operation of the Entrust WAP Server Certification Authorities or Entrust-operated Registration Authorities. Information considered to be confidential shall not be disclosed unless compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law. Entrust and independent third-party Registration Authorities under the Entrust Certification Authorities shall be entitled to disclose information that is considered to be confidential to legal and financial advisors assisting in connection with any such legal, judicial, administrative, or other proceedings required by law, and to potential acquirors, legal counsel, accountants, banks and financing sources and their advisors in connection with mergers, acquisitions, or reorganizations.

##### **2.8.2 Types of Information not Considered Confidential**

Information that is included in an Entrust WAP Server Certificate shall not be considered confidential. Information contained in the Entrust WAP Server Certification Practice Statement shall not be considered confidential. Without limiting the foregoing, information that (i) was or becomes known through no fault of Entrust, an independent third-party Registration Authority under an Entrust WAP Server Certification Authority, a Reseller, or a Co-marketer, (ii) was rightfully known or becomes rightfully known to Entrust, an independent third-party Registration Authority under the Entrust WAP Server Certification Authority, a Reseller, or a Co-marketer without confidential or proprietary restriction from a source other than the Subscriber, (iii) is independently developed by Entrust, an independent third-party Registration Authority under an Entrust WAP Server Certification Authority, a Reseller, or a Co-marketer, or (iv) is approved by a Subscriber for disclosure, shall not be considered confidential.

##### **2.8.3 Disclosure of Certificate Revocation/Suspension Information**

No stipulation. Revocation of Certificates is not supported by Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd.

**2.8.4 Release to Law Enforcement Officials**

Entrust, independent third-party Registration Authorities under an Entrust WAP Server Certification Authority, Resellers, and Co-marketers shall have the right to release information that is considered to be confidential to law enforcement officials in compliance with applicable law.

**2.8.5 Release as Part of Civil Discovery**

Entrust, independent third-party Registration Authorities under an Entrust WAP Server Certification Authority, Resellers, and Co-marketers may disclose information that is considered confidential during the course of any arbitration, litigation, or any other legal, judicial, or administrative proceeding relating to such information. Any such disclosures shall be permissible provided that Entrust, the independent third-party Registration Authority, Reseller, or Co-marketer uses commercially reasonable efforts to obtain a court-entered protective order restricting the use and disclosure of any such information to the extent reasonably required for the purposes of such arbitration, litigation, or any other legal, judicial, or administrative proceeding.

**2.8.6 Disclosure Upon Owner's Request**

Entrust, independent third-party Registration Authorities under an Entrust WAP Server Certification Authority, Resellers, and Co-marketers may disclose information provided to Entrust, such Registration Authority, Reseller or Co-marketer, by an Applicant, a Subscriber, or a Relying Party upon request of such Applicant, Subscriber, or Relying Party.

**2.8.7 Other Information Release Circumstances**

No stipulation.

**2.9 Intellectual Property Rights**

Entrust retains all right, title, and interest (including all intellectual property rights), in, to and under all Entrust WAP Server Certificates, except for any information that is supplied by an Applicant or a Subscriber and that is included in an Entrust WAP Server Certificate, which information shall remain the property of the Applicant or Subscriber. All Applicants and Subscribers grant to Entrust and any Registration Authorities operating under the Entrust Certification Authorities a non-exclusive, worldwide, paid-up, royalty-free license to use, copy, modify, publicly display, and distribute such information, by any and all means and through any and all media whether now known or hereafter devised for the purposes contemplated under the Entrust WAP Server Certification Practice Statement, the Subscriber's Subscription Agreement, and any Relying Party Agreements. Entrust and any Registration Authorities operating under the Entrust Certification Authorities shall be entitled to transfer, convey, or assign this license in conjunction with any transfer, conveyance, or assignment as contemplated in Section 2.4.2.7. Entrust grants to Subscribers and Relying Parties a non-exclusive, non-transferable license to use, copy, and distribute Entrust WAP Server Certificates, subject to such Entrust WAP Server Certificates being used as contemplated under the Entrust WAP Server Certification Practice Statement, the Subscriber's Subscription Agreement, and any Relying Party Agreements, and further provided that such Entrust WAP Server Certificates are reproduced fully and accurately and are not published in any publicly available database, repository, or directory without the express written permission of Entrust. Entrust grants permission to reproduce the Entrust WAP Server Certification Practice Statement provided that (i) the copyright notice on the first page of this Entrust WAP Server Certification Practice Statement is retained on any copies of the Entrust WAP Server Certification Practice Statement, and (ii) the Entrust WAP Server Certification Practice Statement is reproduced fully and accurately. Entrust retains all right, title, and interest (including all intellectual property rights), in, to and under the Entrust WAP Server Certification Practice Statement.

In no event shall Entrust or any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, or any Resellers or Co-marketers, or any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing be liable to any Applicants, Subscribers, or Relying Parties or any other third parties for any losses, costs, liabilities, expenses, damages, claims, or settlement amounts arising from or relating to claims of infringement, misappropriation, dilution, unfair competition, or any other violation of any patent, trademark, copyright, trade secret, or any other intellectual property or any other right of person, entity, or organization in any jurisdiction arising from or

relating to any Entrust WAP Server Certificate or arising from or relating to any services provided in relation to any Entrust WAP Server Certificate.

### 3. Identification and Authentication

#### 3.1 Initial Registration

To obtain an Entrust WAP Server Certificate, an Applicant must: (i) generate a secure and cryptographically sound Key Pair, (ii) agree to all of the terms and conditions of the Entrust WAP Server Certification Practice Statement and the Subscription Agreement, (iii) complete and submit an Entrust WAP Server Certificate Application, providing all information requested by an Entrust-operated Registration Authority or by an independent third-party Registration Authority under an Entrust WAP Server Certification Authority (a “Registration Authority”) without any errors, misrepresentation, or omissions. Upon an Applicant’s completion of the Entrust WAP Server Certificate Application and acceptance of the terms and conditions of this Entrust WAP Server Certification Practice Statement and the Subscription Agreement, a Registration Authority or a third-party authorized by a Registration Authority shall perform limited verification of some of the information contained in the Entrust WAP Server Certificate Application. If the limited verification performed by a Registration Authority is successful, the Registration Authority may, in its sole discretion, request the issuance to the Applicant of an Entrust WAP Server Certificate from an Entrust WAP Server Certification Authority. If a Registration Authority refuses to request the issuance of an Entrust WAP Server Certificate, the Registration Authority shall (i) use commercially reasonable efforts to notify the Applicant by email of any reasons for refusal, and (ii) promptly refund any amounts that have been paid in connection with the Entrust WAP Server Certificate Application. In the event of successful verification of an Entrust WAP Server Certificate Application, the Registration Authority shall submit a request to an Entrust WAP Server Certification Authority for the issuance of an Entrust WAP Server Certificate and shall notify the Applicant by email once an Entrust WAP Server Certificate has been issued by the Entrust WAP Server Certification Authority. The Applicant will be provided with a URL that can be used to retrieve the Entrust WAP Server Certificate. Upon issuance of an Entrust WAP Server Certificate, neither Entrust nor any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, nor any Resellers or Co-marketers, or any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing shall have any obligation to perform any ongoing monitoring, investigation, or verification of the information provided in an Entrust WAP Server Certificate Application.

#### 3.1.1 Types of Names

The Subject names in an Entrust WAP Server Certificate comply with Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd. The Entrust WAP Server Certification Authorities shall use a single naming convention as set forth below. Each Entrust WAP Server Certificate shall contain the following information:

- (i) the “Country Name” which is an optional field (C) that is the two-letter ISO 3166 code for the country in which the Applicant is located and plans to host the Wireless Application Protocol server on which the Applicant is intending to install the Entrust WAP Server Certificate;
- (ii) the “Organization Name” which is an optional field is the name of the organization in the case of a corporation, partnership, or other entity. In the case of a sole proprietorship, the organization name can be the name of the owner;
- (iii) the “Service Name” which is an optional field which is used to distinguish different organizational groups within an organization (for example, to distinguish between human resources, marketing, and development); and
- (iv) the “Common Name” which is the fully qualified hostname or path used to identify the Wireless Application Protocol server on which the Applicant is intending to install the Entrust WAP Server Certificate.

#### 3.1.2 Need for Names to Be Meaningful

The value of the Common Name to be used in an Entrust WAP Server Certificate shall be the Applicant’s fully qualified hostname or path that is used to identify the Wireless Application Protocol server on which the Applicant is intending to install the Entrust WAP Server Certificate.

**3.1.3 Rules for Interpreting Various Name Forms**

Subject names for Entrust WAP Server Certificates shall be interpreted as set forth in Sections 3.1.1 and 3.1.2.

**3.1.4 Uniqueness of Names**

Names shall be defined unambiguously for each Subject in an Entrust Repository. The Distinguished Name attribute should be unique to the Wireless Application Protocol server to which it is issued, and is used to prevent two Entrust WAP Server Certificates from being assigned the same Subject name. Each Entrust WAP Server Certificate shall be issued a unique serial number within the name space of the issuing Entrust WAP Server Certification Authority.

**3.1.5 Name Claim Dispute Resolution Procedure**

The Subject names in Entrust WAP Server Certificates are issued on a “first come, first served” basis. By accepting a Subject name for incorporation into an Entrust WAP Server Certificate, a Registration Authority operating under an Entrust WAP Server Certification Authority does not determine whether the use of such information infringes upon, misappropriates, dilutes, unfairly competes with, or otherwise violates any intellectual property right or any other rights of any person, entity, or organization in any jurisdiction. The Entrust WAP Server Certification Authorities and any Registration Authorities operating under the Entrust WAP Server Certification Authorities neither act as an arbitrator nor provide any dispute resolution between Subscribers or between Subscribers and third-party complainants in respect to the use of any information in an Entrust WAP Server Certificate. The Entrust WAP Server Certification Practice Statement does not bestow any procedural or substantive rights on any Subscriber or third-party complainant in respect to any information in an Entrust WAP Server Certificate. Neither the Entrust Certification Authorities nor any Registration Authorities operating under the Entrust WAP Server Certification Authorities shall in any way be precluded from seeking legal or equitable relief (including injunctive relief) in respect to any dispute between Subscribers or between Subscribers and third-party complainants or in respect to any dispute between Subscribers and an Entrust WAP Server Certification Authority or a Registration Authority operating under an Entrust WAP Server Certification Authority or between a third-party complainant and an Entrust WAP Server Certification Authority or a Registration Authority operating under an Entrust WAP Server Certification Authority arising out of any information in an Entrust WAP Server Certificate. Entrust WAP Server Certification Authorities and Registration Authorities operating under Entrust WAP Server Certification Authorities shall have the right to refuse to issue or to refuse to request the issuance of Entrust WAP Server Certificates upon receipt of a properly authenticated order from an arbitrator or court of competent jurisdiction in respect to information included in or which may be requested to be included in an Entrust WAP Server Certificate.

**3.1.6 Recognition, Authentication and Role of Trademarks**

The revocation of Certificates is not supported in Version 1.1 of the Wireless Application Protocol and accordingly in the event of a dispute in which a third party alleges that the information contained in an Entrust WAP Server Certificate violates the trademark or other rights of such third party, Entrust WAP Server Certification Authorities and Registration Authorities operating under Entrust WAP Server Certification Authorities will not be able to take any action, such as possible revocation, in respect to an already issued Entrust WAP Server Certificate. In such a case, the disputing party shall be required to take action directly against the Subscriber to whom such Entrust WAP Server Certificate was issued. An Entrust WAP Server Certification Authority or a Registration Authority operating under an Entrust WAP Server Certification Authority may, in certain circumstances, refuse to issue or refuse to request the issuance of an Entrust WAP Server Certificate that may violate the trademark rights of a third-party complainant. In the event that a third-party complainant provides an Entrust WAP Server Certification Authority or a Registration Authority operating under an Entrust WAP Server Certification Authority with (i) a certified copy that is not more than three (3) months old of a trademark registration from the principal trademark office in any one of the United States, Canada, Japan, Australia or any of the member countries of the European Union, and further provided that such registration is still in full force and effect, and (ii) a copy of a prior written notice to the Subscriber of the Entrust WAP Server Certificate in dispute, stating that the complainant believes that information in the Subscriber’s Entrust WAP Server Certificate violates the trademark rights of the complainant, and (iii) a representation by the complainant indicating the means of notice and basis for believing that such notice was received by the Subscriber of the Entrust WAP Server

Certificate in dispute, an Entrust WAP Server Certification Authority or a Registration Authority operating under an Entrust WAP Server Certification Authority may initiate the following actions. The Entrust WAP Server Certification Authority or a Registration Authority operating under the Entrust WAP Server Certification Authority will determine whether the issue date of the Subscriber's Entrust WAP Server Certificate predates the registration date on the trademark registration provided by the complainant. In the event that the date of issuance of the Subscriber's Entrust WAP Server Certificate predates the trademark registration date, the Entrust WAP Server Certification Authority or a Registration Authority operating under the Entrust WAP Server Certification Authority will take no further action unless presented with an authenticated order from an arbitrator or court of competent jurisdiction. If the date of issuance of the Entrust WAP Server Certificate is after the registration date on the trademark registration provided by the complainant, the Entrust WAP Server Certification Authority or a Registration Authority operating under the Entrust WAP Server Certification Authority shall request that the Subscriber provide a proof of ownership for the Subscriber's own corresponding trademark from the principal trademark office in any one of the United States, Canada, Japan, Australia or any of the member countries of the European Union. If the Subscriber can provide a certified copy, as set forth above, that predates or was issued on the same date as the complainant's trademark, the Entrust WAP Server Certification Authority and the Registration Authorities operating under an Entrust WAP Server Certification Authority will take no further action unless presented with an authenticated order from an arbitrator or court of competent jurisdiction. If the Subscriber does not respond within ten (10) Business Days, or if the date on the certified copy of the trademark registration provided by the Subscriber postdates the certified copy of the trademark registration provided by the complainant, then the Entrust WAP Server Certification Authority and the Registration Authorities operating under that Entrust WAP Server Certification Authority will not issue or will not request the issuance to the Subscriber of any additional Entrust WAP Server Certificates containing such disputed information.

If a Subscriber files litigation against a complainant, or if a complainant files litigation against a Subscriber, and such litigation is related to information in an issued Entrust WAP Server Certificate, and if the party instigating the litigation provides an Entrust WAP Server Certification Authority or a Registration Authority operating under an Entrust WAP Server Certification Authority with a copy of the file-stamped compliant or statement of claim, the Entrust WAP Server Certification Authority or the Registration Authority operating under an Entrust WAP Server Certification Authority that was presented with the complaint or statement of claim will not issue or request the issuance of any additional Entrust WAP Server Certificates containing such information during the period of the litigation. In the event of litigation as contemplated above, Entrust WAP Server Certification Authorities and Registration Authorities operating under the Entrust WAP Server Certification Authorities will comply with any directions by a court in respect to an Entrust WAP Server Certificate in dispute without the necessity of being named as a party to the litigation. If named as a party in any litigation in respect to an Entrust WAP Server Certificate, Entrust or any third party operating a Registration Authority under an Entrust WAP Server Certification Authority shall be entitled to take any action that it deems appropriate in responding to or defending such litigation. Any Subscriber or Relying Party that becomes involved in any litigation shall remain subject to all of the terms and conditions of the Entrust WAP Server Certification Practice Statement, the Subscriber's Subscription Agreement, and the Relying Party's Relying Party Agreement.

Registration Authorities operating under an Entrust WAP Server Certification Authority shall notify the Entrust WAP Server Certification Authority of any disputes of which such Registration Authority is aware and which relate to any information contained in an Entrust WAP Server Certificate whose issuance was requested by such Registration Authority.

### **3.1.7 Method to Prove Possession of Private Key**

If the software generating a CSR supports proof possession tests for CSRs created using reversible asymmetric algorithms (such as RSA). Registration Authorities operating under the Entrust WAP Server Certification Authorities will perform such proof of possession tests by validating the signature on the CSR submitted by the Applicant with the Entrust WAP Server Certificate Application. In the event that the software generating a CSR does not support such proof of possession tests, Registration Authorities operating under the Entrust WAP Server Certification Authorities will reject such CSRs.

### **3.1.8 Authentication of Organizational Identity**

Registration Authorities operating under the Entrust WAP Server Certification Authorities shall perform a limited verification of any organizational identities that are submitted by an Applicant or Subscriber. Registration Authorities operating under the Entrust WAP Server Certification Authorities shall determine whether the organizational identity, address, and domain name provided with an Entrust WAP Server Certificate Application are consistent with information contained in third-party databases and/or governmental sources. The information and sources used for the limited verification of Entrust WAP Server Certificate Applications may vary depending on the jurisdiction of the Applicant or Subscriber. In the case of organizational identities that are not registered with any governmental sources, Registration Authorities operating under the Entrust WAP Server Certification Authorities shall use commercially reasonable efforts to confirm the existence of the organization. Such commercially reasonable efforts may include inquiries with banks or other trustworthy persons or institutions. Registration Authorities operating under the Entrust WAP Server Certification Authorities shall comply with all verification practices mandated by the Entrust Policy Authority.

The Entrust Policy Authority may, in its discretion, update verification practices to improve the organization identity verification process. Any changes to verification practices shall be published pursuant to the standard procedures for updating the Entrust WAP Server Certification Practice Statement.

### **3.1.9 Authentication of Individual Identity**

Registration Authorities operating under the Entrust WAP Server Certification Authorities shall perform a limited verification of any individual identities that are submitted by an Applicant or Subscriber. In order to establish the accuracy of an individual identity, the individual shall be required to submit a copy of picture identification to a Registration Authority operating under an Entrust WAP Server Certification Authority. The type of identification that is appropriate for proper identification shall be dependent on the jurisdiction of the Applicant.

The Entrust Policy Authority may, in its discretion, update verification practices to improve the individual identity verification process. Any changes to verification practices shall be published pursuant to the standard procedures for updating the Entrust WAP Server Certification Practice Statement.

### **3.2 Routine Rekey**

Each Entrust WAP Server Certificate shall contain a Certificate expiration date. The reason for having an expiration date for a Certificate is to minimize the exposure of the Key Pair associated with the Certificate. For this reason, when issuing an Entrust WAP Server Certificate, Entrust recommends that a new Key Pair be generated and that the new Public Key of this Key Pair be submitted with the Applicant's Entrust WAP Server Certificate Application. Entrust does not renew Entrust WAP Server Certificates, accordingly, if a Subscriber wishes to continue to use an Entrust WAP Server Certificate beyond the expiry date for the current Entrust WAP Server Certificate, the Subscriber must apply for a new Entrust WAP Server Certificate and replace the Entrust WAP Server Certificate that is about to expire. In order to obtain another Entrust WAP Server Certificate, the Subscriber will be required to complete the initial application process, as described in Section 3.1.

The Registration Authority that processed the Subscriber's Entrust WAP Server Certificate Application shall make a commercially reasonable effort to notify Subscribers of the pending expiration of their Entrust WAP Server Certificate by sending an email to the technical contact listed in the corresponding Entrust WAP Server Certificate Application. Upon expiration of an Entrust WAP Server Certificate, the Subscriber shall immediately cease using such Entrust WAP Server Certificate and shall remove such Entrust WAP Server Certificate from any devices and/or software in which it has been installed.

### **3.3 Rekey After Revocation**

No stipulation. Revocation of Certificates is not supported by Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd.

**3.4 Revocation Request**

No stipulation. Revocation of Certificates is not supported by Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd.



## 4. Operational Requirements

### 4.1 Certificate Application

To obtain an Entrust WAP Server Certificate, an Applicant must follow the procedures described in section 3.1 of the Entrust WAP Server Certification Practice Statement. An Entrust-operated Registration Authority or an independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority shall follow the procedures described in Sections 3.1.8 and 3.1.9 to perform limited verification of the identity of the Applicant.

### 4.2 Certificate Issuance

After performing limited verification of the information provided by an Applicant with an Entrust WAP Server Certificate Application, a Registration Authority operating under an Entrust WAP Server Certification Authority may request that an Entrust WAP Server Certification Authority issue an Entrust WAP Server Certificate. Upon receipt of a request from a Registration Authority operating under an Entrust WAP Server Certification Authority, that Entrust WAP Server Certification Authority may generate and digitally sign an Entrust WAP Server Certificate in accordance with the Certificate profile described in Section 7 of this Entrust WAP Server Certification Practice Statement.

### 4.3 Certificate Acceptance

Entrust WAP Server Certificates generated by an Entrust WAP Server Certification Authority will be placed in an Entrust Repository. Once an Entrust WAP Server Certificate has been generated and placed in an Entrust Repository, the Registration Authority that requested the issuance of the Entrust WAP Server Certificate shall use commercially reasonable efforts to notify the Applicant by email that the Entrust WAP Server Certificate requested by the Applicant is available.

### 4.4 Certificate Suspension and Revocation

No stipulation. Revocation of Certificates is not supported by Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd.

#### 4.4.1 Circumstances for Revocation

No stipulation. Revocation of Certificates is not supported by Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd.

#### 4.4.2 Who Can Request Revocation

No stipulation. Revocation of Certificates is not supported by Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd.

#### 4.4.3 Procedure for Revocation Request

No stipulation. Revocation of Certificates is not supported by Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd.

#### 4.4.4 Revocation Request Grace Period

No stipulation. Revocation of Certificates is not supported by Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd.

#### 4.4.5 Circumstances for Suspension

Entrust WAP Server Certification Authorities do not suspend Entrust WAP Server Certificates.

#### 4.4.6 Who Can Request Suspension

Entrust WAP Server Certification Authorities do not suspend Entrust WAP Server Certificates.

#### 4.4.7 Procedure for Suspension Request

Entrust WAP Server Certification Authorities do not suspend Entrust WAP Server Certificates.

**4.4.8 Limits on Suspension Period**

Entrust WAP Server Certification Authorities do not suspend Entrust WAP Server Certificates.

**4.4.9 CRL Issuance Frequency**

No stipulation. Revocation of Certificates is not supported by Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd.

**4.4.10 CRL Checking Requirements**

No stipulation. Revocation of Certificates is not supported by Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd.

**4.4.11 On-line Revocation/Status Checking Availability**

No stipulation. Revocation of Certificates is not supported by Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd.

**4.4.12 On-line Revocation Checking Requirements**

No stipulation. Revocation of Certificates is not supported by Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd.

**4.4.13 Other Forms of Revocation Advertisements Available**

No other mechanisms are provided.

**4.4.14 Checking Requirements For Other Forms of Revocation Advertisements**

No stipulation.

**4.4.15 Special Requirements Re Key Compromise**

If a Subscriber suspects or knows that the Private Key corresponding to the Public Key contained in the Subscriber's Entrust WAP Server Certificate has been Compromised, the Subscriber shall immediately notify the Registration Authority that processed the Subscriber's Entrust WAP Server Certificate Application of such suspected or actual Compromise. The Subscriber shall immediately stop using such Entrust WAP Server Certificate and shall remove such Entrust WAP Server Certificate from any devices and/or software in which such Entrust WAP Server Certificate has been installed. The Subscriber shall be responsible for investigating the circumstances of such Compromise or suspected Compromise and for notifying any Relying Parties that may have been affected by such Compromise or suspected Compromise.

**4.5 Security Audit Procedures**

Significant security events in the Entrust WAP Server Certification Authorities are automatically time-stamped and recorded as audit logs in audit trail files. The audit trail files are processed (reviewed for policy violations or other significant events) on a regular basis. Authentication codes are used in conjunction with the audit trail files to protect against modification of audit logs. Audit trail files are archived periodically. All files including the latest audit trail file are moved to back-up media and stored in a secure archive facility.

**4.6 Records Archival**

The audit trail files and databases for Entrust WAP Server Certification Authorities are both archived. The archive of an Entrust WAP Server Certification Authorities' database is retained for at least three (3) years. Archives of audit trail files are retained for at least one (1) year. The databases for Entrust WAP Server Certification Authorities are encrypted and protected by Entrust software master keys. The archive media is protected through storage in a restricted-access facility to which only Entrust-authorized personnel have access. Archive files are backed up as they are created. Originals are stored on-site and housed with an Entrust WAP Server Certification Authority system. Backup files are stored at a secure and separate geographic location.

**4.7 Key Changeover**

Entrust WAP Certification Authorities will be retired from service at the end of their respective lifetimes as defined in §6.3. New WAP Certification Authorities with new key pairs will be created as required to

support the continuation of Entrust WAP Certification Authority Services. The WAP Certification Authority termination process will be performed such that it causes minimal disruption to Subscribers and Relying Parties.

#### **4.8 Compromise and Disaster Recovery**

Entrust WAP Server Certification Authorities have a disaster recovery plan to provide for timely recovery of services in the event of a system outage.

Entrust requires rigorous security controls to maintain the integrity of Entrust WAP Server Certification Authorities. The Compromise of the Private Key used by an the Entrust WAP Server Certification Authority is viewed by Entrust as being very unlikely, however, Entrust has policies and procedures that will be employed in the event of such a Compromise. At a minimum, all Subscribers shall be informed as soon as practicable of such a Compromise and information shall be posted in the Entrust Repository.

#### **4.9 CA Termination**

In the event that an Entrust WAP Server Certification Authority ceases operation, all Entrust WAP Server Certificates issued by such Entrust WAP Server Certification Authority shall expire at the end of their validity periods.

## **5. Physical, Procedural, and Personnel Security Controls**

### **5.1 Physical Controls**

#### **5.1.1 Site Location and Construction**

The hardware and software for an Entrust WAP Certification Authority is located in a secure facility with physical security and access control procedures that meet or exceed industry standards. The CA equipment is located in a Security zone that is physically separated from Entrust's other systems so that only authorized CA personnel can access it.

#### **5.1.2 Physical Access**

The room containing the Entrust Authority software is designated a two (2) person zone, and controls are used to prevent a person from being in the room alone. Alarm systems are used to notify security personnel of any violation of the rules for access to an Entrust WAP Certification Authority.

#### **5.1.3 Power and Air Conditioning**

The Security zone is equipped with:

- Filtered, conditioned, power connected to an appropriately sized UPS and generator;
- Heating, ventilation, and air conditioning appropriate for a commercial data processing facility; and
- Emergency lighting.

The environmental controls conform to local standards and are appropriately secured to prevent unauthorized access and/or tampering with the equipment. Temperature control alarms and alerts are activated upon detection of threatening temperature conditions.

#### **5.1.4 Water Exposures**

No liquid, gas, exhaust, etc. pipes traverse the controlled space other than those directly required for the area's HVAC system and for the pre-action fire suppression system. Water pipes for the pre-action fire suppression system are only filled on the activation of multiple fire alarms.

#### **5.1.5 Fire Prevention and Protection**

The Entrust facility is fully wired for fire detection, alarm and suppression. Routine, frequent inspections of all systems are made to assure adequate operation.

#### **5.1.6 Media Storage**

All media is stored away from sources of heat and from obvious sources of water or other obvious hazards. Electromagnetic media (e.g. tapes) are stored away from obvious sources of strong magnetic fields. Archived material is stored in a room separate from the CA equipment until it is transferred to the archive storage facility.

#### **5.1.7 Waste Disposal**

Waste is removed or destroyed in accordance with industry best practice. Media used to store sensitive data is destroyed, such that the information is unrecoverable, prior to disposal.

#### **5.1.8 Off-site Backup**

As stipulated in §4.6.

### **5.2 Procedural Controls**

An Entrust WAP Server Certification Authority has a number of trusted roles for sensitive operations of the Entrust WAP Server Certification Authority software. To gain access to the Entrust Authority software used in an Entrust WAP Server Certification Authority, operational personnel must undergo background investigations. Certification Authority operations related to adding administrative personnel or changing Entrust WAP Server Certification Authority policy settings require more than one (1) person to perform the operation.

**5.3 Personnel Controls**

Operational personnel for an Entrust WAP Server Certification Authority will not be assigned other responsibilities that conflict with their operational responsibilities for the Entrust WAP Server Certification Authority. The privileges assigned to operational personnel for an Entrust WAP Server Certification Authority will be limited to the minimum required to carry out their assigned duties.

## 6. Technical Security Controls

### 6.1 Key Pair Generation and Installation

#### 6.1.1 Key Pair Generation

The signing Key Pair for an Entrust WAP Server Certification Authority is created during the initial start up of the Entrust/Master Control application and is protected by the master key for such Entrust WAP Server Certification Authority. Hardware key generation is used which is compliant to at least FIPS 140-1 level 3.

The Applicant is responsible for generating their Key Pair for Entrust WAP Server Certificates. Key Pair generation is typically performed using the key generation utility provided with the secure server software.

#### 6.1.2 Private Key Delivery to Entity

Not applicable.

#### 6.1.3 Public Key Delivery to Certificate Issuer

The Public Key to be included in an Entrust WAP Server Certificate is delivered to Entrust WAP Server Certification Authorities in a Certificate Signing Request (CSR) as part of the Entrust WAP Server Certificate Application process.

#### 6.1.4 CA Public Key Delivery to Users

The Public-Key Certificate for Entrust WAP Server Certification Authorities is self-signed.

#### 6.1.5 Key Sizes

For legacy reasons the minimum key size for Entrust WAP Certificate Authorities is 1024 bit RSA. Entrust recommends that end-user Subscribers generate 1024 bit RSA key pairs. Entrust Certification Authorities may not approve an Entrust Certificate generated with a key pair size of 512 bit RSA or less.

#### 6.1.6 Public-Key Parameters Generation

The Subscriber Wireless Application Protocol server software controls which Public-Key parameters are used.

#### 6.1.7 Parameter Quality Checking

The quality of the Public-Key parameters is governed by the Subscriber Wireless Application Protocol server software that generates the parameters. Neither Entrust nor any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, nor any Resellers or Co-marketers, or any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing make any representations or provide any representations, warranties or conditions whatsoever about the quality of the Public Key contained in an Entrust WAP Server Certificate.

#### 6.1.8 Hardware/Software Key Generation

The method for generating the Subscriber's Key Pair associated with an Entrust WAP Server Certificate is solely under the control of the Subscriber, and neither Entrust nor any independent third-party Registration Authority operating under an Entrust WAP Server Certification Authority, nor any Resellers or Co-marketers, or any subcontractors, distributors, agents, suppliers, employees, or directors of any of the foregoing shall have any responsibility or liability whatsoever for the generation of the Subscriber's Key Pair.

#### 6.1.9 Key Usage Purposes

Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd. does not provide for key usage. Subscribers shall only use Entrust WAP Server Certificates for Wireless Application Protocol servers. Subscribers shall not use Entrust WAP Server Certificates to sign other Certificates.

**6.2 Private Key Protection**

The Entrust WAP Certification Authorities use Entrust Authority software in conjunction with hardware certified to FIPS 140 level 3 to protect the Entrust WAP Certification Authorities' Private Keys. Backups of the Entrust WAP Certification Authorities' Private Keys were made during the initial installation and setup of the Entrust Authority software and are stored on FIPS 140 Level 3 tokens. The backup tokens are held in secure facilities under two-person control. Entrust does not escrow the Entrust WAP Certification Authorities' Private Keys.

Subscribers are responsible for protecting the Private Key associated with the Public Key in the Subscriber's Entrust Certificate.

**6.3 Other Aspects of Key Pair Management**

The maximum lifetime for Entrust WAP Server Certification Authorities' Key Pairs is 20 years.

**6.4 Activation Data**

No stipulation.

**6.5 Computer Security Controls**

The workstations on which the Entrust WAP Server Certification Authorities operate are physically secured as described in Section 5.1 of this Entrust WAP Server Certification Practice Statement. The operating systems on the workstations on which the Entrust WAP Server Certification Authorities operate enforce identification and authentication of users. Access to Entrust/Authority software databases and audit trails is restricted as described in this Entrust WAP Server Certification Practice Statement. All operational personnel that are authorized to have access to the Entrust WAP Server Certification Authorities are required to use hardware tokens in conjunction with a PIN to gain access to the physical room that contains the Entrust/Authority software being used for the Entrust WAP Server Certification Authorities.

**6.6 Life Cycle Technical Controls****6.6.1 System Development Controls**

The Entrust WAP Server Certificate Authority makes use of Commercial Off The Shelf (COTS) products for the hardware, software, and network components. Systems developed by the Entrust WAP Server Certification Authority are deployed in accordance with Entrust software lifecycle development standards.

**6.6.2 Security Management Controls**

The configuration of the Entrust WAP Server Certificate Authority system as well as any modifications and upgrades are documented and controlled. Methods of detecting unauthorized modifications to the CA equipment and configuration are in place to ensure the integrity of the security software, firmware, and hardware for correct operation. A formal configuration management methodology is used for installation and ongoing maintenance of the CA system.

When first loaded, the CA software is verified as being that supplied from the vendor, with no modifications, and be the version intended for use.

**6.6.3 Life Cycle Security Ratings**

No stipulation.

**6.7 Network Security Controls**

Remote access to Entrust/Authority software via the Entrust/Admin software interface is secured using the security features of the Secure Exchange Protocol and Entrust/Session software.

**6.8 Cryptographic Module Engineering Controls**

The Entrust/Authority software cryptographic module is designed to conform to FIPS 140-1 level 1 requirements. Optional hardware tokens may be used to generate Key Pairs that may conform with higher levels of FIPS validation, but which must at least conform to level 1.

**7. Certificate and CRL Profiles****7.1 Certificate Profile**

The profile for the Entrust WAP Server Certificates issued by an Entrust WAP Server Certification Authority conforms to the specifications for the Wireless Transport Layer Security protocol.

**7.2 CRL Profile**

No stipulation. Revocation of Certificates is not supported by Version 1.1 of the WTLS Specification as published by the Wireless Application Protocol Forum Ltd.



## **8. Specification Administration**

### **8.1 Specification Change Procedures**

Entrust may, in its discretion, modify the Entrust WAP Server Certification Practice Statement and the terms and conditions contained herein from time to time. Modifications to the Entrust WAP Server Certification Practice Statement that, in the judgment of Entrust, will have little or no impact on Applicants, Subscribers, and Relying Parties, may be made with no change to the Entrust WAP Server Certification Practice Statement version number and no notification to Applicants, Subscribers, and Relying Parties. Such changes shall become effective immediately upon publication in the Entrust Repository.

Modifications to the Entrust WAP Server Certification Practice Statement that, in the judgment of Entrust may have a significant impact on Applicants, Subscribers, and Relying Parties, shall be published in the Entrust Repository and shall become effective fifteen (15) days after publication in the Entrust Repository unless Entrust withdraws such modified Entrust WAP Server Certification Practice Statement prior to such effective date. In the event that Entrust makes a significant modification to Entrust WAP Server Certification Practice Statement, the version number of the Entrust WAP Server Certification Practice Statement shall be updated accordingly. Unless a Subscriber ceases to use and removes such Subscriber's Entrust WAP Server Certificate(s) prior to the date on which an updated version of the Entrust WAP Server Certification Practice Statement becomes effective, such Subscriber shall be deemed to have consented to the terms and conditions of such updated version of the Entrust WAP Server Certification Practice Statement and shall be bound by the terms and conditions of such updated version of the Entrust WAP Server Certification Practice Statement.

### **8.2 Publication and Notification Policies**

Prior to major changes to this Entrust WAP Server Certification Practice Statement, notification of the upcoming changes will be posted in the Entrust Repository.

### **8.3 CPS Approval Procedures**

This Entrust WAP Server Certification Practice Statement and any subsequent changes shall be approved by the Entrust Policy Authority.

## 9. Acronyms

CA	Certification Authority
CPS	Certification Practice Statement
CRL	Certificate Revocation List
CSR	Certificate Signing Request
DN	Distinguished Name
DNS	Domain Name Server
DSA	Digital Signature Algorithm
HTTP	Hypertext Transfer Protocol
IETF	Internet Engineering Task Force
ITU-T	International Telecommunication Union - Telecommunication Standardization Sector
MAC	Message Authentication Code
OA	Operational Authority
OID	Object Identifier
PA	Policy Authority
PIN	Personal Identification Number
PKI	Public-Key Infrastructure
RA	Registration Authority
RDN	Relative Distinguished Name
RFC	Request for Comment
SEP	Secure Exchange Protocol
SSL	Secure Sockets Layer
TLS	Transport Layer Security
URL	Universal Resource Locator
WAP	Wireless Application Protocol
WTLS	Wireless Transport Layer Security
WWW	World-Wide Web

## 10. Definitions

**Affiliate**: means Entrust Technologies Inc., and any corporation or other entity that Entrust Technologies Inc. directly or indirectly controls. In this context, a party “controls” a corporation or another entity if it directly or indirectly owns or controls fifty percent (50%) or more of the voting rights for the board of directors or other mechanism of control.

**Applicant**: means a person, entity, or organization applying for an Entrust WAP Server Certificate, but which has not yet been issued an Entrust WAP Server Certificate, or a person, entity, or organization that currently has an Entrust WAP Server Certificate or Entrust WAP Server Certificates and that is applying for renewal of such Entrust WAP Server Certificate or Entrust WAP Server Certificates or for an additional Entrust WAP Server Certificate or Entrust WAP Server Certificates.

**Business Day**: means any day, other than a Saturday, Sunday, statutory or civic holiday in the City of Ottawa, Ontario.

**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 its operational period, and (e) contains a serial number and is digitally signed by a Certification Authority.

**Certificate Revocation List**: means a time-stamped list of the serial numbers of revoked Certificates that has been digitally signed by a Certification Authority.

**Certification Authority**: means an entity or organization that (i) creates and digitally signs Certificates that contain among other things a Subject’s Public Key and other information that is intended to identify the Subject, (ii) makes Certificates available to facilitate communication with the Subject identified in the Certificate, and (iii) if supported, creates and digitally signs Certificate Revocation Lists containing information about Certificates that have been revoked and which should no longer be used or relied upon.

**Certification Practice Statement**: means a statement of the practices that a Certification Authority uses in issuing, managing, revoking, renewing, and providing access to Certificates, and the terms and conditions under which the Certification Authority makes such services available.

**Co-marketers**: means any person, entity, or organization that has been granted by Entrust or a Registration Authority operating under an Entrust WAP Server Certification Authority the right to promote Entrust WAP Server Certificates.

**Compromise**: means a suspected or actual loss, disclosure, or loss of control over sensitive information or data.

**CPS**: see Certification Practice Statement.

**CRL**: see Certificate Revocation List.

**Entrust**: means Entrust Limited.

**Entrust.net**: means Entrust Limited.

**Entrust Operational Authority**: means those personnel who work for or on behalf of Entrust and who are responsible for the operation of the Entrust WAP Server Certification Authorities

**Entrust Policy Authority**: means those personnel who work for or on behalf of Entrust and who are responsible for determining the policies and procedures that govern the operation of the Entrust WAP Server Certification Authorities.

**Entrust Repository**: means a collection of databases and web sites that contain information about Entrust WAP Server Certificates and services provided by Entrust in respect to Entrust WAP Server Certificates, including among other things, the types of Entrust WAP Server Certificates issued by the Entrust WAP Server Certification Authorities, the services provided by Entrust in respect to Entrust WAP Server Certificates, the fees charged by Entrust for Entrust WAP Server Certificates and for the services provided by Entrust in respect to Entrust WAP Server Certificates, the Entrust WAP Server Certification Practice Statement, and other information and agreements that are intended to govern the use of Entrust WAP Server Certificates.

**Entrust WAP CA:** see Entrust WAP Server Certification Authority.

**Entrust WAP Server Certificate:** means a WTLS Certificate issued by an Entrust WAP Server Certification Authority for use on Wireless Application Protocol servers.

**Entrust WAP Server Certificate Application:** means the form and application information requested by a Registration Authority operating under an Entrust WAP Server Certification Authority and submitted by an Applicant when applying for the issuance of an Entrust WAP Server Certificate.

**Entrust WAP Server Certification Authority:** means a Certification Authority operated by or on behalf of Entrust for the purpose of issuing and renewing Entrust WAP Server Certificates.

**Entrust WAP Server Certification Practice Statement:** means this document.

**Entrust WAP CPS:** See Entrust WAP Server Certification Practice Statement.

**FIPS:** means the Federal Information Processing Standards. These are U.S. Federal standards that prescribe specific performance requirements, practices, formats, communication protocols, and other requirements for hardware, software, data, and telecommunications operation.

**IETF:** means the Internet Engineering Task Force. The Internet Engineering Task Force is an international community of network designers, operators, vendors, and researchers concerned with the evolution of the Internet architecture and the efficient operation of the Internet.

**Key Pair:** means two mathematically related cryptographic keys, having the properties that (i) one key can be used to encrypt a message that can only be decrypted using the other key, and (ii) even knowing one key, it is believed to be computationally infeasible to discover the other key.

**Object Identifier:** means a specially-formatted sequence of numbers that is registered in accordance with internationally-recognized procedures for object identifier registration.

**OID:** see Object Identifier.

**Operational Period:** means, with respect to a Certificate, the period of its validity. The Operational Period would typically begin on the date the Certificate is issued (or such later date as specified in the Certificate), and ends on the date and time it expires as noted in the Certificate.

**PKIX:** means an IETF Working Group developing technical specifications for PKI components based on X.509 Version 3 Certificates.

**Private Key:** means the key of a Key Pair used to decrypt an encrypted message. This key must be kept secret.

**Public Key:** means the key of a Key Pair used to encrypt a message. The Public Key can be made freely available to anyone who may want to send encrypted messages to the holder of the Private Key of the Key Pair. The Public Key is usually made publicly available in a Certificate issued by a Certification Authority and is often obtained by accessing a repository or database. A Public Key is used to encrypt a message that can only be decrypted by the holder of the corresponding Private Key.

**RA:** see Registration Authority.

**Registration Authority:** means an entity that performs two functions: (1) the receipt of information from a Subject to be named in a Certificate, and (2) the performance of limited verification of information provided by the Subject against information available in certain third-party databases. In the event that the information provided by a Subject corresponds to the information in such third-party databases a Registration Authority may send a request to a Certification Authority requesting that the Certification Authority generate, digitally sign, and issue a Certificate containing the information verified by the Registration Authority.

**Relying Party:** means a person, entity, or organization that relies on or uses an Entrust WAP Server Certificate and/or any other information provided in a Repository under an Entrust WAP Server Certification Authority to obtain and confirm the Public Key and identity of a Subscriber.

**Relying Party Agreement:** means the agreement between a Relying and Entrust or between a Relying Party and an independent third-party Registration Authority or Reseller under an Entrust WAP Server Certification Authority in respect to the provision and use of certain information and services in respect to Entrust WAP Server Certificates.

**Repository:** means a collection of databases and web sites that contain information about Certificates issued by a Certification Authority including among other things, the types of Certificates and services provided by the Certification Authority, fees for the Certificates and services provided by the Certification Authority, Certificate Revocation Lists, descriptions of the practices and procedures of the Certification Authority, and other information and agreements that are intended to govern the use of Certificates issued by the Certification Authority.

**Resellers:** means any person, entity, or organization that has been granted by Entrust or a Registration Authority operating under an Entrust WAP Server Certification Authority the right to license the right to use Entrust WAP Server Certificates.

**Revoke or Revocation:** means, with respect to a Certificate, to prematurely end the Operational Period of that Certificate from a specified time forward.

**Subject:** means a person, entity, or organization whose Public Key is contained in a Certificate.

**Subscriber:** means a person, entity, or organization that has applied for and has been issued an Entrust WAP Server Certificate.

**Subscription Agreement:** means the agreement between a Subscriber and Entrust or between a Relying Party and an independent third-party Registration Authority or Reseller under an Entrust WAP Server Certification Authority in respect to the issuance, management, and provision of access to an Entrust WAP Server Certificate and the provision of services in respect to such Entrust WAP Server Certificate.