



General Terms for Entrust Certificate Management Service - WebHoster edition

Effective on Entrust Limited's ("**Entrust**") acceptance of the order document(s) attached hereto or which incorporates these General Terms For Entrust Certificate Management Service - WebHoster by reference (the "**Order**"), as evidenced by Entrust's acceptance of payment or invoicing (whichever happens earlier), Entrust and the entity identified in the order document ("**Web Hoster**") agree that the following terms and conditions will apply to the services identified in the Order (collectively the "**Agreement**").

1. DEFINITIONS.

In this Agreement, the following terms have the meanings specified below and shall be equally applicable to both the singular and plural forms.

- (a) "**Applicant**" means a person, entity, or organization located in the Territory and identified in a Certificate Application.
- (b) "**Authorization Request**" means the communication that is sent to an Applicant requesting, amongst other things, confirmation that Web Hoster has authority to apply for one or more Certificate(s) on the Applicant's behalf. The Authorization Request may be implemented using any approach acceptable to Entrust (as may be determined from time to time), including without limitation, an email or Subscription Agreement.
- (c) "**Certificate**" means an Entrust SSL web server digital certificate that is issued by the Entrust Certification Authority to a Subscriber.
- (d) "**Certificate Application**" means the form and application information requested by Entrust and submitted by a Web Hoster using the Interface when applying for the issuance of one or more Certificate(s) on behalf of an Applicant.
- (e) "**Entrust Certification Authority**" means a Certification Authority operated by or for Entrust. In this context, "**Certification Authority**" means an entity that has the ability to issue and manage public key certificates and public key certificate revocation lists (CRLs).
- (f) "**Entrust Certification Practice Statement**" or "**CPS**" means the most recent version of the Entrust SSL Web Server Certification Practice Statement posted on the Internet at <http://www.entrust.net/about/practices.htm>.
- (g) "**Extranet**" means the Entrust extranet location accessible to authorized personnel of Web Hoster using the Extranet IDs.
- (h) "**Extranet ID**" means the Extranet user identity issued by Entrust to Web Hoster after Web Hoster has completed Registration. Web Hoster hereby represents and warrants that it shall not disclose the Extranet ID to any person except as authorized by Entrust, and that if the information supplied by Web Hoster in connection with its application for the Extranet ID changes, such changes will be promptly communicated in writing to Entrust.
- (i) "**Interface**" means one or more web pages accessible through the Extranet using an Extranet ID through which Web Hoster will issue Certificate Applications to Entrust.
- (j) "**Registration**" means the process used by Entrust in accordance with the policies and practices established by Entrust, as may be changed from time to time, in order to enable Web Hoster's to access the Interface. Web Hoster hereby represents and warrants that all information requested by Entrust as part of the Registration process shall be supplied, shall be complete, and shall be accurate.
- (k) "**Subscriber**" means a person, entity, or organization located in the Territory to whom at least one Certificate has been issued as a result of a Certificate Application.
- (l) "**Subscription Agreement**" means the agreement entered into between each Subscriber (or Applicant) and Entrust in respect to the issuance, licensing, and use of any Certificates issued by the Entrust Certification Authority. Entrust may modify the Subscription Agreement in its discretion.
- (m) "**Territory**" means worldwide except for India, and all countries on the Restricted Country List. In this context, "**Restricted Country List**" means Afghanistan, Angola, Cuba, North Korea, Eritrea, Federal Republic of

Yugoslavia (Serbia and Montenegro), Iran, Iraq, Liberia, Libya, Myanmar, Rwanda, Sierra Leone, Syria and Sudan. Entrust may update the Restricted Country List at any time.

2. LICENSE

Subject to the terms and conditions of this Agreement and the Entrust Certification Practice Statement, Entrust hereby grants to Web Hoster, and Web Hoster hereby accepts, for the term of the Agreement, a non-exclusive, non-transferable, license to (i) use the Interface solely to issue Certificate Applications to Entrust to the extent that Entrust has received pre-payment of the applicable fees from Web Hoster for each Certificate; and (ii) install Certificates delivered pursuant to Section 3 of this Agreement on behalf of Subscribers to whom such Certificates are issued provided that such Subscriber has consented to the Subscription Agreement and the Authorization Request.

3. DUTIES OF ENTRUST

Subject to Web Hoster's compliance with this Agreement and provided that (i) Web Hoster has successfully completed Registration; (ii) Entrust receives a Certificate Application from Web Hoster in a form approved by Entrust; (iii) such Applicant has agreed to a Subscription Agreement; and (iv) Entrust has received pre-payment of the applicable Certificate Application fee from Web Hoster during the term of this Agreement; then Entrust or a subcontractor acting on behalf of Entrust will perform limited verification (as described in the Entrust Certification Practice Statement) of the Subscriber information submitted by such Web Hoster. Entrust may issue one or more Certificates to such Applicant after completing such limited verification. If Entrust issues one or more Entrust Certificates to such Applicant, Entrust shall place such Entrust Certificate(s) in the Entrust repository for retrieval by the Web Hoster.

4. PRICE, PAYMENT AND TAXES

(a) **Fees.** Web Hoster shall pre-pay to Entrust the fees set forth in the Order before the rights of Web Hoster granted pursuant to Section 2, and the duties of Entrust described in Section 3, arise. Except for the fees and Certificate quantity indicated in such Order document, all other terms and conditions in the Order shall not apply. In the event that any fees payable are not paid when due, Web Hoster shall be subject to a late fee at the lesser of the rate of one percent (1%) per month, or the maximum rate permitted by law, on the outstanding amounts. All amounts due under this Agreement must be paid to Entrust Limited or its invoicing affiliate Entrust, Inc., if applicable.

(b) **Taxes.** In addition to the fees described in the Order, Web Hoster shall be responsible for any taxes, fees, duties, or other amounts, however designated, including without limitation value-added and withholding taxes, which are levied or based on (i) any payments made pursuant to this Agreement, and (ii) the products or services provided by Entrust to Web Hoster under this Agreement.

5. DISCLAIMER OF WARRANTIES

EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, ENTRUST MAKES NO REPRESENTATIONS AND GIVES NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, OR OTHERWISE, AND ENTRUST SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY

NEITHER ENTRUST NOR ANY OF ITS AFFILIATES, SUBCONTRACTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, RELIANCE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR LOSS), WHETHER ARISING FROM CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. NEITHER PARTY SHALL INCUR ANY LIABILITY TO THE OTHER AS A RESULT OF NONRENEWAL OR TERMINATION OF THIS AGREEMENT IN RESPECT OF ANY CERTIFICATE PRODUCT OR IN ITS ENTIRETY, INCLUDING BUT NOT LIMITED TO CLAIMS FOR COMMERCIAL INDEMNITY, LOSS OF INVESTMENT, LOSS OF SHARE VALUE, OR LOSS OF INVESTMENT.

IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF ENTRUST OR ITS AFFILIATES TO WEB HOSTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRODUCTS OR SERVICES PROVIDED BY ENTRUST HEREUNDER, EXCEED THE CUMULATIVE AMOUNTS PAID BY WEB HOSTER TO ENTRUST ("CUMULATIVE DAMAGE CAP"). THIS LIMITATION SHALL APPLY REGARDLESS OF THE NUMBER OF TRANSACTIONS, DIGITAL SIGNATURES, OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL APPLY TO ANY LIABILITY WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, RELIANCE OR INCIDENTAL DAMAGES.

THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

7. TERM AND TERMINATION

(a) **Term.** This Agreement shall commence as of the effective date indicated at the start of this Agreement and shall remain in effect for a period twelve (12) months following acceptance of the Order or any subsequent order which incorporates these General Terms For Certificate Enrollment Service for Web Hosters by reference and is accepted by Entrust during the term of this Agreement.

(b) **Termination.** Either party may terminate this Agreement immediately if the other party: (a) assigns or attempts to assign this Agreement or any rights hereunder to a third party except as permitted by this Agreement, (b) fails to correct a material breach of this Agreement within thirty days after receipt of notice thereof, (c) files a bankruptcy petition or has such a petition filed involuntarily against it, becomes insolvent, makes a material change of ownership, makes an assignment for the benefit of creditors, consents to the appointment of a trustee, or if bankruptcy, reorganization or insolvency proceedings are instituted by or against it. Entrust may, without notice, terminate this Agreement and revoke all Certificates immediately if Web Hoster fails to pay any amounts due to Entrust under this Agreement. Either party may terminate this Agreement for convenience with thirty (30) days prior written notice to the other party.

(c) **Survival.** The rights and obligations of the Parties under Sections 1, 4, 5, 6, 7(c) and 8 of this Agreement shall survive the termination or expiration of this Agreement. Any payment obligations that have accrued prior to the date of termination or expiration shall survive. Upon termination or expiration, Web Hoster shall have no further rights to issue Certificate Requests pursuant to Section 2 of this Agreement and the Interface will be disabled by Entrust.

8. MISCELLANEOUS

(a) **Nature of Obligations Between Parties.** This Agreement will not constitute, create or in any way be interpreted as a joint venture, partnership or formal business organization of any kind. No party will have the right or authority to assume, create, or enlarge any obligation or commitment- on behalf of any other, and will not represent itself as having the authority to bind any other in any manner. Under no circumstances shall Web Hoster make any representations or warranties on behalf of Entrust. No profits, losses, or costs will be shared under any provision of this Agreement.

(b) **Notices.** In any case where any notice or other communication is required or permitted to be given hereunder, such notice or communication shall be in writing and (a) personally delivered, (b) sent by international air courier service with confirmation of delivery requested, or (c) transmitted by fax as follows:

If to Web Hoster: the address/fax number indicated in the Order;

If to Entrust:

ENTRUST LIMITED
1000 Innovation Drive, Ottawa,
Ontario Canada.
K2K 3E7

Attention: Contracts Department
Fax: (613) 270-3068
Tel: (613) 270-3400

All such notices or other communications shall be deemed to have been given and received (i) upon receipt if personally delivered, (ii) when delivery is confirmed if sent by international air courier service, or (iii) the following business day if by fax.

(c) **Choice of Law.** This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada without reference to its provisions on conflict of laws. The Parties waive any right to a jury trial with respect to any action brought in connection with this Agreement. The application of (i) the United Nations Convention on Contracts for the International Sale of Goods; (ii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iii) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980; are expressly excluded.

(d) **Choice of Forum.** The Federal and Provincial Courts in Ottawa, Ontario, Canada shall have exclusive jurisdiction over any legal action or proceeding arising out of or relating to this Agreement.

(e) **Interpretation.** This Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities shall not be interpreted against the party that drafted the relevant language. All currencies are in United States dollars. This Agreement shall consist of this Agreement, including the schedules attached hereto, and also including the Entrust Certification Practice

Statement. This Agreement shall be interpreted wherever possible to avoid conflicts between the Sections hereof and the Entrust Certification Practice Statement, provided that if such a conflict shall arise, the Sections hereof shall control in respect of disputes arising between the Parties. The section or other headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

(f) **Force Majeure.** Neither party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, such as acts of God, wars, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, strikes, or failure of communications infrastructures (including but not limited to Internet, telephone and telecommunications lines and networks, servers, firewalls, proxies, routers, switches, and bridges) or any superior certification authorities or components thereof, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

(g) **Severability.** If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

(h) **Amendments; Waivers.** This Agreement may be amended by the written consent of each party at the time of such amendment. The failure of a party to claim a breach of any term of this Agreement will not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term.

(i) **Successors; Assignment.** Each party agrees that it shall not (and neither party has any right to) assign, sell, transfer, or otherwise dispose of, whether voluntarily, involuntarily, by the operation of law, or otherwise, this Agreement or any right or obligation under this Agreement without the prior written consent of the other party. Any purported assignment, sale, transfer, delegation or other disposition in violation of this Section shall be null and void. Notwithstanding the foregoing, (a) Entrust may, without the consent of Web Hoster, assign this Agreement together with all of its rights and obligations under this Agreement (i) to an Affiliate, or (ii) as part of a sale, merger, or other transfer of all or substantially all the assets of the business to which this Agreement relates. Subject to the foregoing limits on assignment and delegation, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Entrust may use one or more Affiliates to perform its obligations under this Agreement, provided that such use will not affect Entrust's obligations hereunder.

(j) **Limitation of Assertions.** Neither party may assert any cause of action against the other party under this Agreement that accrued more than one (1) year prior to the filing of a suit.

(k) **Entire Agreement.** This Agreement, together with the schedules hereto and the Entrust Certification Practice Statement, which are hereby incorporated herein by reference, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all previous communications, agreements, and understandings between the Parties relating to the subject matter hereof. Web Hoster hereby acknowledges and agrees that all Certificates issued to Web Hoster by Entrust are governed by the terms of the SSL web server certificate subscription agreement listed on the Internet at <http://www.entrust.net/about/practices.htm>; provided however, that if this Agreement terminates or expires Web Hoster will no longer have the right to submit Certificate Requests on behalf of Applicants or Subscribers and the Interface will be disabled, and all use of Certificates installed under this Agreement shall stop. Any terms on the Order or any subsequent purchase order accepted by Entrust for additional shall have no force and effect except for the price and quantity of Certificate Applications specified. Web Hoster's ability to submit Certificate Requests shall be subject to Web Hoster's payment of the applicable fees, Web Hoster's completion of Registration, and Web Hoster's compliance with all other requirements of this Agreement.

(l) **No Other Rights Granted.** The rights granted under this Agreement are only as expressly set forth herein. No other right is or shall be deemed to be granted, whether by implication, estoppel, inference or otherwise, by or as a result of this Agreement or any conduct of either party under this Agreement. Entrust and its licensors expressly retain all right, title, and interest (including all intellectual property rights) in the products, content, and services provided by Entrust pursuant to this Agreement.

Last Updated: January 14, 2005