

Subscriber Agreement for Entrust Certificates for Adobe Certified Document Services

Attention - read carefully: this Subscriber Agreement for Entrust Certificates for Adobe CDS ("**Agreement**") is a legal contract between the Subscriber and Entrust. This Agreement incorporates the Entrust Certificate(s) Certification Practice Statement for Adobe CDS which is available on the internet at www.entrust.net/CPS ("**CPS**"). Before continuing, please carefully read this agreement and the CPS, as amended from time to time, which is incorporated into this Agreement and which collectively contain the terms and conditions under which you are acquiring a limited right to use the Entrust Certificate(s).

The individual who clicks on the "accept" icon below or submits an application for Entrust Certificate(s), represents and warrants: (i) you have the legal authority to bind the Applicant and Subscriber to the terms and conditions of this Agreement and including the CPS; (ii) the Applicant and Subscriber is legally bound by the terms of this Agreement. If you do not agree to the terms and conditions of this Agreement, click on the "decline" icon below and do not continue the application process.

1. Definitions: In addition to capitalized terms defined elsewhere in this Agreement or the CPS, the following capitalized words will have the meaning set out below:

"**Activation Date**" means the date that You are issued one or more Entrust Certificate(s).

"**Adobe Root CA**" has the meaning set forth in the Adobe CP.

"**Adobe CP**" means the Certificate policy document located at http://www.adobe.com/security/pdfs/Adobe_CDS_CP_v101105clean.pdf.

"**Entrust**" means Entrust, Inc. if You are a resident of the United States; otherwise, Entrust means Entrust Limited.

"**Entrust Group**" means Entrust, Inc. and all of its subsidiaries, including any subcontractors, distributors, agents, suppliers, employees or directors of any of the foregoing.

"**Person**" means and includes an individual, corporation, business, trust, partnership, limited liability company, association, joint venture, Governmental Authority, public corporation, or any other legal or commercial entity.

"**Reseller**" means a legal entity authorized by Entrust to resell Entrust Certificate(s) to You.

"**Subscription Fees**" means the fees established by Entrust that You will pay to use the Entrust Certificate(s), as posted from time to time at Entrust's internet web site and/or in the documentation included with the Managed Services, or as set out in a quotation issued to You by Entrust, or as set out in a purchase order issued by You to Entrust (or an authorized reseller of Entrust) that has been accepted by Entrust. In spite of the foregoing, if You have purchased the Entrust Certificate(s) through a Reseller the Subscription Fees will be the fees agreed to between You and such Reseller provided that such Reseller pays to Entrust such portion of such Subscription Fees as required pursuant to the written agreement between Entrust and such Reseller.

"**Subscription Term**" means the length of time that You have subscribed to purchase Entrust Certificate(s) commencing on the Activation Date, and is the validity period of the applicable Entrust Certificate(s). The Subscription Term may be shortened pursuant to Section 8 of this Agreement.

"**You**", "**Your**" or "**Subscriber**" means the Person who has entered into this Agreement to receive Entrust Certificate(s).

2. Services and License.

- (a) **Issuance of Entrust Certificate(s):** Upon receipt of Your application for Entrust Certificate(s), Entrust or Registration Authority ("RA") will perform limited verification (as described in the CPS) of the information submitted by Subscriber. After completing such verification, Entrust may issue You one or more Entrust Certificate(s) (depending on the amount of Subscription Fees You have paid). If Entrust issues Entrust Certificate(s) services to You, Entrust will make such Entrust Certificate(s) available for retrieval.
- (b) **Grant of License:** Subject to the terms and conditions of this Agreement, Entrust hereby grants to Subscriber a non-exclusive, non-transferable license to use the Entrust Certificate(s); provided, however, that: (i) Subscriber may only use the Entrust Certificate(s) (including for the avoidance of any doubt, all Entrust Certificate(s)) in compliance with this Agreement and the CPS, for the sole purposes of digitally signing and verifying Portable Document Format ("PDF") documents pertaining to Subscriber related business. You may only deploy the number of Entrust Certificates that You have purchased from Entrust or its Reseller. The Entrust Certificate(s) and all modifications, enhancements and derivative works thereof, including all right, title and interest (and all intellectual proprietary rights therein) remain the sole and exclusive property of Entrust and/or its third-party licensors. Subscriber will not copy, modify, adapt or merge copies of the Entrust Certificate(s) except as provided in this Agreement and the CPS. Subscriber will not translate, reverse engineer, de-compile or disassemble the Entrust Certificate(s) except to the extent that law explicitly prohibits this restriction notwithstanding a contractual restriction to the contrary. Subscriber will comply with all applicable laws including, without limitation, laws relating to import, export, licensing, and data protection, as they apply to the activities contemplated under this Agreement including without limitation Subscriber's right to export, import or use the Entrust Certificate(s). Subscriber will immediately cease to use the Entrust Certificate(s) upon (a) expiration of the Subscription Term; (b) upon Subscriber's breach of this Agreement including the CPS.

3. Fees.

You will pay all applicable Subscription Fees for any Entrust Certificate(s) issued to You, plus any additional taxes. Such payment will be made within thirty (30) days of the receipt of an invoice from Entrust for any such Entrust Certificate(s); provided, however that if You have purchased the Entrust Certificate(s) through a Reseller then the payment terms will be those terms established between You and such Reseller. In the event that You do not pay the applicable fees for any Entrust Certificate(s) extended to You (or where You have purchased the Entrust Certificate(s) through a Reseller and such Reseller does not pay Entrust the applicable fees for any Entrust Certificate(s) in accordance with Entrust's agreement with such Reseller), Subscriber will not be entitled to use such Entrust Certificate(s) (including for the avoidance of any doubt, any Entrust Certificate(s)) and Entrust may refused to process any subsequent applications submitted by You for additional Entrust Certificate(s) and revoke all Entrust Certificate(s). All amounts due under this Agreement to Entrust must be paid to the invoicing member of the Entrust Group.

4. Representations, Warranties And Additional Obligations

Subscriber Represents and Warrants that it shall:

- (i) accurately represent itself in all communications with Entrust and any RAs;
- (ii) at all times, must use cryptographic hardware modules that meets or exceeds FIPS 140-1 Level 2 standards to protect the private key associated with the public key in any Entrust Certificates;

- (iii) notify, in a timely manner, Entrust of any suspicion that its private key is compromised or is reasonably believed to have been compromised. Such notification shall be to the Entrust Policy Authority as identified in the CPS; and
- (iv) abide by all the terms, conditions, and restrictions in this Agreement, the Adobe CP, and in the applicable Subscriber Agreement.

Entrust and Adobe reserve the right to revoke the Certificate of any Subscriber who violates the obligations specified in this Agreement, the Adobe CP and the CPS..

Subscribers may either apply for Entrust Certificates directly, or an organization acting on behalf of a Subscriber or group of Subscribers may apply for Entrust Certificate(s).

Entrust 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 use Entrust Certificates and/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 Certificates and/or related information. Certain cryptographic techniques, software, hardware, and firmware ("Technology") that may be used in processing or in conjunction with Entrust 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.

4(a) Applicant is an Individual:

When the applicant is an individual Subscriber applying for a certificate in the name of that individual or in the name of the role of that individual within an organization, the Subscriber will:

- (i) generate a public key pair using a trustworthy system and take all reasonable precautions to prevent any loss, disclosure, or unauthorized use of the private key;
- (ii) ensure all information and representations made by the Subscriber that are included in the certificate application are true;
- (iii) upon receipt of an Entrust Certificate, acknowledge that the information identifying the Subscriber in the certificate is true and accurate, or notify Entrust immediately upon any inaccuracies in that information;
- (iv) use the certificate exclusively for CDS purposes, consistent with this Agreement, the Adobe CP, the applicable Subscriber Agreement and all applicable laws;
- (v) immediately send a written request to the Entrust Policy Authority requesting certificate revocation upon any actual or suspected loss, disclosure, or other compromise of the Subscriber's private key; and
- (vi) immediately cease to use the Entrust Certificate upon (i) expiration or notification of revocation of such Entrust Certificate, or (ii) any suspected or actual Compromise of the Private Key corresponding to the Public Key in such Entrust Certificate, and destroy the Private Key corresponding to the Public Key contained in the Entrust Certificate in accordance with this Agreement.

4(b) Applicant is an Organization Acquiring a Certificate on Behalf of an Individual Subscriber:

When the applicant is an organization acquiring and managing an Entrust Certificate on behalf of an individual Subscriber (in the name of that individual or in the name of the role of that individual within the organization), the applicant organization is required to:

- (i) maintain processes that assure that the private key can be used only with the knowledge and explicit action of the Subscriber;
- (ii) maintain information that permits a determination of who signed a particular document;
- (iii) ensure that the Entrust Certificate subject has received security training appropriate for the purposes for which the certificate is issued;
- (iv) immediately send a written request to the Entrust Policy Authority requesting certificate revocation upon any actual or suspected loss, disclosure, or other compromise of the Subscriber's private key;
- (v) ensure that the Subscriber named in the certificate or responsible for the use of the private key corresponding to the public key in the certificate enters into a binding Subscriber agreement and agrees to comply with this Agreement, the CPS, the Adobe CP and all applicable laws.

4(c) Applicant is an Organization Acquiring and Managing a Certificate on behalf of the Organization (i.e., an organizational certificate):

When the applicant is an organization acquiring and managing a certificate on behalf of the organization (i.e., an organizational certificate), the applicant organization will:

- (i) maintain processes, including, without limitation, changing of activation data, that assure that each private key can be used only with the knowledge and explicit action of only one human being within the organization (the certificate custodian);
- (ii) maintain information that permits a determination of who signed a particular document;
- (iii) ensure that the certificate custodian has received security training appropriate for the purposes for which the certificate is issued;
- (iv) prevent sharing of organizational certificates amongst members of the organization;
- (v) acknowledge that the information identifying the organization in the certificate is true and accurate, or notify Entrust immediately upon any inaccuracies in that information;
- (vi) immediately send a written request to the Entrust Policy Authority requesting certificate revocation upon any actual or suspected loss, disclosure, or other compromise of the Subscriber's private key;
- (vii) ensure that the certificate custodian agrees to comply with this Agreement, the Adobe CP, the CPS and all applicable laws.

4(d) Additional Obligations:

Subscribers and Applicants represent and warrant to Entrust, Adobe and all third parties who rely or use the Entrust Certificate issued to such Subscriber, that:

- (i) all information provided to Entrust or to any RAs, both in the Certificate Request and as otherwise requested by Entrust in connection with the issuance of the Certificate(s) to be supplied by Entrust, is accurate and complete and does not contain any errors, omissions, or misrepresentations;
- (ii) the Private Key corresponding to the Public Key submitted to Entrust in connection with an Entrust Certificate Application was created using sound cryptographic techniques and all measures necessary have been taken to maintain sole control of, keep confidential, and properly protect the Private Key (and any associated access information or device – e.g., password and token) at all times;
- (iii) any information provided to Entrust or to any RAs in connection with an Entrust 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 Certificate(s) shall not be installed or used until it has reviewed and verified the accuracy of the data in each Certificate;
- (v) use of the Certificate shall be exclusively for signing PDF documents;

- (vi) Entrust shall be immediately notified if any information included in the Entrust Certificate Application changes or if any change in any circumstances would make the information in the Entrust Certificate Application misleading or inaccurate;
- (vii) all use of the Entrust Certificate and its associated private key shall cease immediately, and the Subscriber will promptly request the revocation of the Entrust Certificate, if (1) any information included in the Subscriber's Entrust Certificate changes or if any change in any circumstances would make the information in the Subscriber's Entrust Certificate misleading or inaccurate; or (2) there is any actual or suspected misuse or compromise of the Private Key associated with the Public Key in the Entrust Certificate;
- (viii) all use of the Entrust Certificate shall cease upon expiration or revocation of such certificate;
- (ix) the Entrust Certificate will not be used for any hazardous or unlawful (including tortious) activities; and
- (x) the subject named in the Entrust Certificate corresponds to the Subscriber.

5. DISCLAIMER OF WARRANTY

In addition to any other warranty disclaimers in the Subscriber Agreement or the Adobe CP, except as expressly set forth in this Agreement or the Adobe CP, the Entrust Group and the Adobe Root CA disclaim any and all warranties related to any certificates issued in the CDS PKI, including warranties:

- (i) related to the accuracy, authenticity, reliability, completeness, currentness, merchantability, or fitness of any information contained in certificates or otherwise compiled, published, or disseminated by or on behalf of any entities other than the Entrust CA or the Adobe Root CA;
- (ii) related to the security provided by any cryptographic process implemented by any entities other than the Adobe Root CA or the Entrust CA;
- (iii) for representations of information contained in a certificate;
- (iv) of non-repudiation of any messages; and
- (v) related to any software or applications.

THE ENTRUST GROUP AND THE ADOBE ROOT CA SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY:

Under no circumstances will the Entrust Group or the Adobe Root CA be liable to any purported Relying Parties, or any other person or entity, for any loss of use, revenue or profit, lost or damaged data, or other commercial or economic loss or for any other direct, indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, even if advised of the possibility of such damages or if such damages are foreseeable. This limitation shall apply even in the event of a fundamental breach or a breach of the fundamental terms of this Agreement.

Except as expressly provided for in the Adobe CP, the Adobe Root CA accepts no responsibility or liability for any transactions relying upon certificates issued by Entrust.

Except as expressly provided for in this Agreement, the Entrust Group accepts no responsibility or liability for any transactions relying upon certificates issued by any person other than Entrust.

IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF THE ENTRUST GROUP TO ANY APPLICANT, SUBSCRIBER, RELYING PARTY OR ANY OTHER PERSON, ENTITY, OR ORGANIZATION ARISING OUT OF OR RELATING TO ANY ENTRUST CERTIFICATE OR

ANY SERVICES PROVIDED IN RESPECT TO ENTRUST CERTIFICATES, INCLUDING ANY USE OR RELIANCE ON ANY ENTRUST CERTIFICATE, EXCEED FIVE THOUSAND UNITED STATES DOLLARS (\$5000.00 U.S.) ("CUMULATIVE DAMAGE CAP"). THIS LIMITATION SHALL APPLY ON A PER ENTRUST CERTIFICATE BASIS REGARDLESS OF THE NUMBER OF TRANSACTIONS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO SUCH ENTRUST CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO SUCH ENTRUST 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 TO ANY PARTY ARISING OUT OF OR RELATING TO AN ENTRUST CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO AN ENTRUST 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 THE ENTRUST GROUP BE OBLIGATED TO PAY MORE THAN THE CUMULATIVE DAMAGE CAP FOR ANY ENTRUST CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO AN ENTRUST CERTIFICATE REGARDLESS OF APPORTIONMENT AMONG CLAIMANTS.

THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN AND EVEN IF THE ENTRUST GROUP OR THE ADOBE CA 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 AGREEMENT CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT, AND SUBSCRIBER 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 CERTIFICATES TO SUBSCRIBERS AND THAT THESE PROVISIONS PROVIDE FOR A REASONABLE ALLOCATION OF RISK.

7. INDEMNIFICATION BY SUBSCRIBERS

SUBSCRIBERS SHALL INDEMNIFY AND HOLD ADOBE AND THE ENTRUST GROUP (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 CERTIFICATE OR ANY SERVICE PROVIDED IN RESPECT TO ENTRUST CERTIFICATES, INCLUDING ANY (I) ERROR, MISREPRESENTATION OR OMISSION MADE BY A SUBSCRIBER IN USING OR APPLYING FOR AN ENTRUST CERTIFICATE, (II) MODIFICATION MADE BY A SUBSCRIBER TO THE INFORMATION CONTAINED IN AN ENTRUST CERTIFICATE, (III) USE OF AN ENTRUST CERTIFICATE

OTHER THAN AS PERMITTED BY THIS AGREEMENT, THE SUBSCRIBER AGREEMENT, ANY RELYING PARTY AGREEMENT, THE ADOBE CP, 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 CERTIFICATE, OR (V) ALLEGATION THAT THE USE OF A SUBSCRIBER'S ENTRUST CERTIFICATE OR THE INFORMATION CONTAINED IN A SUBSCRIBER'S ENTRUST 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.

8. Term.

This Agreement will continue for the Subscription Term, however, it will terminate if You, Your Affiliates, or Your Agents fail to comply with any of the material terms or conditions of this Agreement (including for the avoidance of any doubt, the CPS). Entrust may also terminate this Agreement in its discretion with notice to You in order to comply with any third party licensing or other contractual or legal obligation to which Entrust is subject. This Agreement will terminate upon expiration of the Subscription Term or revocation by Entrust of all Entrust Certificates issued hereunder if such revocation occurs prior to the end of the Subscription Term. You must, upon such expiration cease all use of Your Entrust Certificate(s) and remove any Entrust Certificates issued under this Agreement from the devices and/or software in which it has been installed. In addition to this Section 8, the following Sections of this Agreement will survive termination: 3, 4, 5, 6, 7, 9, and 10. All payment obligations will survive termination.

9. Severability

Whenever possible, each provision of this Agreement, the CPS, any other agreements will be interpreted in such manner as to be effective and valid under applicable law. If the application of any provision of this Agreement, the CPS, any other agreements or any portion thereof to any particular facts or circumstances will be held to be invalid or unenforceable by an arbitrator or court of competent jurisdiction, then (i) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement, the CPS, or any other agreements will not in any way be affected or impaired thereby, and (ii) such provision will be enforced to the maximum extent possible so as to effect its intent and it will be reformed without further action to the extent necessary to make such provision valid and enforceable.

FOR GREATER CERTAINTY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EVERY PROVISION OF THIS AGREEMENT, THE CPS, AND ANY OTHER AGREEMENTS THAT DEALS WITH (I) LIMITATION OF LIABILITY OR DAMAGES, (II) DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, CONDITIONS, OR LIABILITIES, OR (III) INDEMNIFICATION, IS EXPRESSLY INTENDED TO BE SEVERABLE FROM ANY OTHER PROVISIONS OF THIS AGREEMENT, THE CPS, AND ANY OTHER AGREEMENTS AND WILL BE SO INTERPRETED AND ENFORCED.

10. General.

This Agreement (including the CPS) shall constitute the entire agreement between the parties hereto in respect of the subject matter of this Agreement and all previous correspondence, understandings, proposals and other communications shall be completely superseded by the terms hereof. Any purchase order terms included with any order will be of no force or effect except for the identification and quantity of the Entrust Certificate(s) that are being subscribed for. Subscriber agrees that all members of the Entrust Group and the Adobe Root CA are third party beneficiaries of Sections 4 through 10 of this Agreement.