

CONTRACT
SOFTWARE MAINTENANCE AGREEMENT

by and between

CUYAHOGA COUNTY, OHIO

and

ENTRUST, INC.

THIS AGREEMENT is made and entered into this 23rd day of December, 2013 ("Effective Date"), by and between Cuyahoga County, Ohio (the "County"), on behalf of the Department of Information Technology, and Entrust, Inc., ("Entrust"), a Maryland corporation with offices located at Three Lincoln Centre, 5430 LBJ Freeway, Suite 1250, Dallas, TX 75240.

WHEREAS, the County has a present need for renewal of 40 Entrust Certificate Services CMS Account Portal for one year and additional 26 Certificates, at the Cuyahoga County Department of Information Technology, and

WHEREAS, Entrust is the lowest bidder for Entrust Certificate Services CMS Account Portal, and

WHEREAS, the County desires to avail itself of such services located at the Cuyahoga County Department of Information Technology and Entrust is willing to provide such service to the County all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Entrust and the County agree as follows:

ARTICLE I – AGREEMENT AND TERM

1.1 Scope of Agreement. During the term of this Contract, Entrust shall provide the County with all Certificate Services CMS Account Portal identified in Entrust Quote #1-1NAFXA and Entrust Terms and Conditions attached hereto as Schedule A, incorporated by reference herein. In the event that a discrepancy exists between the terms of Schedule A and this agreement, the terms of this agreement will be controlling and binding.

1.2 Term. The term of this Contract shall commence as of October 23, 2013; and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of one year from commencement date. (10/23/13 through 10/22/14). The cost of this Contract shall not exceed Twenty Four Thousand, Four Hundred Forty Dollars and Zero Cents (\$24,440.00).

ARTICLE II - SCOPE OF WORK

2.1 Rendering of Services. Entrust hereby agrees to render the services identified in Schedule A at a total price, not to exceed, Twenty Four Thousand, Four Hundred Forty Dollars and Zero Cents (\$24,440.00).

ARTICLE III – PAYMENT AND INVOICING

3.1 Payment. During the term of this contract, the County shall pay Entrust the costs associated with Certificate Services yearly, upon receipt of said invoice from Entrust and upon approval of the Cuyahoga County Executive.

3.2 Invoicing. Entrust shall invoice the County for the services rendered hereunder annually. Entrust shall submit original invoices(s) to the following address:

Cuyahoga County Department of Information Technology
Business Department
1255 Euclid Avenue, 4th floor
Cleveland, Ohio 44115

ARTICLE IV - INDEMNITIES

4.1 Indemnification. Contractor hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from personal injury, death or damage to tangible property arising from the negligent acts or omissions of Contractor, including all of its officers, owners, principals, subcontractors, employees, and agents.

Contractor acknowledges that, as an political subdivision of the State of Ohio, the County does not indemnify any person or entity. Contractor agrees that no provision of this Contract or any other contract or agreement between Contractor and the County may be interpreted to obligate the County to indemnify or defend Contractor or any other party.

ARTICLE V - DISPUTE RESOLUTION AND TERMINATION

5.1 Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days or such longer period of time as may be specified in writing by the terminating party, taking into consideration the gravity and nature of the default. Such termination shall be referred to as "Termination for Default". Upon determination by either party hereto that the other has failed to

satisfactorily perform its obligations and responsibilities hereunder, the party seeking termination shall notify the defaulting party in writing of the failure and of the time period that has been established to cure such failure, which time period shall be not less than ten (10) days. If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. Entrust, however, shall be paid for all services and/or materials provided on or prior to the date of termination.

5.2 Termination for Financial Instability. In the event that Entrust becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against Entrust of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under Section 5.2, the "Termination for Default" clause, by giving written notice thereof.

5.3 Termination for Convenience. The County may terminate this contract or any order under this contract for its convenience and without cause. Any notice of termination will be effective 30 days after the Contractor receives it. If the termination is for the convenience of the County, the Contractor will be entitled to compensation for any deliverable that the Contractor has delivered before termination.

5.4 Dispute Resolution.

a) In the event of any dispute or disagreement between Entrust and the County, either with respect to the interpretation of any provision of this Contract or with respect to the performance by Entrust or the County hereunder, which cannot be resolved in the normal course of business, then upon written notice of either party, each party will appoint a designated officer whose task it will be to meet for the purpose of endeavoring in good faith to resolve such dispute or to negotiate for an adjustment to such section or provision of this Contract. The designated officers shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such officers will discuss the problem and/or negotiate the applicable section or provision without the necessity of any formal proceedings relating thereto. During the course of such negotiation, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully advised in the negotiations. The specific format for such discussions will be left to the discretion of the designated officers but may include the preparation of agreed upon statements of fact or written statements of position furnished to the other party. No formal proceedings for the binding arbitration of such dispute may be commenced until (i) resolution as contemplated in this clause has been unsuccessful and (ii) either of the parties concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other party.

- (b) The rights and obligations of the parties under this provision shall not limit either party's right to terminate this Contract as may be otherwise permitted hereunder

ARTICLE VI – ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

6.1. THE CONTRACTOR AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. THE CONTRACTOR ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

ARTICLE VII – Contract Administration

7.1 Insurance.

During the term of the Agreement, the contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. Mandatory Insurance Requirements

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

- (a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(d) **Umbrella/Excess Liability Insurance** with limits of liability not less than:

\$5,000,000 each occurrence
\$5,000,000 general aggregate
\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

(e) Intentionally deleted

(f) **Professional Liability Insurance/Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim;
\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Contractor required for this contract, with the exception of the Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its

employees” as an Additional Insured and shall contain the following provisions:

- (i) Thirty (30) days prior notice of cancellation or material change;
 - (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best’s rating of A VII or above.
3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
4. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
5. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
6. If the Bid/Proposal/RFP specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFP specifications shall govern.
7. The Contractor shall furnish a Worker’s Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

ARTICLE VIII – MISCELLANEOUS

8.1 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County Department of Information Technology
1255 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

In the case of Entrust:

Legal Department

Entrust, Inc.
Three Lincoln Centre
5430 LBJ Freeway, Suite 1250
Dallas, TX 75240

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

8.2 Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

8.3 Record Audit Retention. Entrust agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should Entrust be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

8.4 Governing Law. This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Contractor hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

8.5 Social Security Act. Entrust shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by Entrust for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized State or Federal officials; and said Entrust also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

8.6 Assignment. Entrust shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without written approval of the County Executive, except that Entrust may assign this Agreement to any party which acquires all or substantially all of its related business by merger, sale of stock or assets, or otherwise or to subsidiary of Entrust and provide written notification to the County within 10 days of the date of such assignment. Entrust may use one or more subsidiaries to perform its obligations under this Agreement, provided that such use will not affect Entrust's obligations hereunder.

8.7 Contract Processing. Entrust shall submit one (1) original contractual agreement with original signature to the following:

Cuyahoga County Department of Information Technology
ATTN: Business Department
1255 Euclid Avenue, 4th Floor
Cleveland, Ohio 44115

8.8 Commencement of Contract Performance. In order to protect the interest of Cuyahoga County this contract must be executed by the County Executive before compensation for the services or products set forth in this contract can be provided. In the event that services are provided by Entrust prior to the execution of this agreement by the County Executive, the same will be provided at Entrust's risk, and payment therefore cannot, and will not, be made unless and until this agreement is approved by the County Executive. Upon approval by the County Executive of this contract, however, any and all prior performance under this contract shall be deemed ratified and said performance shall be deemed to be included in this contract. Payment(s) for said prior performance shall not increase the amount of the contract limit.

8.9 Schedules Incorporated by Reference. The following Schedule is attached hereto and is incorporated herein:

Schedule A Quotation #1-1NAFXA

THIS AGREEMENT shall be subject to interpretation under the laws of the State of Ohio, and is subject to the review of the Cuyahoga County Department of Law as to legal form and correctness.

IN WITNESS WHEREOF, the County and Entrust have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written.

ENTRUST, INC.

BY: 

David Wagner, President

CUYAHOGA COUNTY, OHIO

Edward FitzGerald, County Executive

BY: 

Edward FitzGerald, County Executive

Schedule A

[attach Quotation #1-1NAFXA and Entrust Terms and Conditions [*filename: Schedule A.pdf*]]

Entrust Certificate Services Quotation #1-1NAFXA



Contact: Tim Peterson

Account Cuyahoga County Information Services Center
Name: 1219 Ontario St Rm 300
Cleveland OH
United States 44113-1603

Phone: (216) 443-8061

Fax:

Email: tpeterson@cuyahogacounty.us

Remit To: American Headquarters
Entrust Inc.
P.O. Box 972894 5430 LBJ Freeway Suite 1250
Dallas, TX Dallas, TX
75397-2894 75240

Quote Date: 08/12/2013

Valid Until Date: 09/11/2013

Line #	Product	Qty	List Price	Term (Months)	Extended Price	Comment
1	Entrust Certificate Services CMS Account 1 YR	1	\$0.00	12	\$0.00	1 Year CMS renewal of existing CMS from Oct. 23, 2013 to Oct. 23, 2014
2	Entrust Certificate Services Advantage Certificates	4	\$203.00	12	\$812.00	
3	Entrust Certificate Services Extended Validation Certificates	66	\$358.00	12	\$23,628.00	

US Federal Tax ID: 62-1670648 GST Registration: 886365485RT

Product Total:

\$24,440.00

Data Universal Numbering System (DUNS) Number: 799454061

Payment Terms Net 30 Days

Inquiries: pomanagement@entrust.com

Solution Total: USD \$24,440.00 Plus Applicable Taxes

Sales Contact: Tanya Oostrom
Account Manager - ECS

Phone: (613) 270-3422

Fax: (613) 270-3050

Email: tanya.oostrom@entrust.com

Ordering Contact: Josephine Muraca
Customer Relationship Manager - ECS

Phone: (613) 270-3121

Fax: (613) 270-3050

Email: Josephine.Muraca@entrust.com

Use of this Entrust Certificate Services product and/or services is subject to the terms and conditions of the applicable Entrust Certification Practice Statement and/or Entrust Subscription/Service Agreement, which can be viewed at <http://www.entrust.net/cps>.

Any terms and conditions incorporated by the purchase order are of no contractual effect between the parties. Please reference quotation number listed at the top of your quote if paying via Purchase Order.

Entrust Certificate Services Subscription Agreement

Attention - read carefully: this Entrust Certificate Services Subscription Agreement ("**Agreement**") is a legal contract between the Subscriber and Entrust. 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 Certificate Services.

The individual who clicks on the "accept" icon below or submits an application for Certificate Services, represents and warrants: (i) you have the legal authority to bind the Subscriber to the terms and conditions of this Agreement and including the CPS; (ii) 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 earliest of the following dates (i) the date that Entrust enables the Certificate Services for Your use if you have purchased Management Services from Entrust; (ii) the date that You are issued one or more Certificate(s) if you have not purchased Management Services from Entrust.

"Agents" means, in the context of (1) EV SSL Certificate(s) the following individuals as defined in the CPS (i) Certificate(s) Requestor(s); (ii) Certificate(s) Approver(s); (iii) Applicant Representative(s); (iv) Confirming Person(s); (v) Legal Practitioner(s); Qualified Auditor(s); (vi) Registered Agent(s); and (vii) Contract Signer; and (2) Entrust SSL Web Server Certificate(s), Your technical contacts as described in the CPS. In either context, Agent will also include any third party who provides hosting services for You or Your Affiliates ("**Web Hosters**"). The Agents initially appointed by You or Your Affiliates are listed as Exhibit A and such listing may be modified using means established by Entrust from time to time.

"Application Software Vendor" or "ASV" means a developer of Internet browser software or other software that displays or uses certificates, including but not limited to KDE, Microsoft, Mozilla Corporation, Nokia Corporation, Opera Software ASA, and Red Hat, Inc.

"Certificate(s)" means a digital document that at a minimum: (a) identifies the certification authority issuing it, (b) names or otherwise identifies the Subscriber; (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. In the context of this Agreement, there are various Certificate(s) Types that may be issued to You by Entrust depending upon the Certificate Services that You have purchased.

"Certificate Beneficiaries" means, collectively, all Application Software Vendors with whom Entrust has entered into a contract to include its root certificate(s) in software distributed by such Application Software Vendors, and all Relying Parties that actually rely on such Certificate during the period when it is Valid.

"Certificate Services" means the specific services that You have purchased (on behalf of Yourself and, if applicable, Your Affiliates) relating to the Issuance and revocation of one or more Certificate(s) to You or Your Affiliates. Certificate Services may also include Management Services if You have purchased such additional services from Entrust. Certificate Services also includes any Certificate(s) issued to You (and, if applicable, Your Affiliates) by any member of the Entrust Group and licensed for use under this Agreement. Entrust reserves the right to modify the Certificate Services in its discretion during the Subscription Term.

"Certificate(s) Types" means the type of Certificate(s) that You are issued as part of Certificate Services. These may include extended validation (EV) multi-domain Certificate(s) ("**EV SSL Certificate(s)**"), WAP server Certificate(s) ("**Entrust WAP Server Certificate(s)**"), Entrust SSL web server Certificate(s) ("**Standard Certificate(s)**"), advantage SSL web server Certificate(s) ("**Advantage Certificate(s)**"), unified communication multi-domain Certificate(s) ("**UCC Certificate(s)**"), code signing Certificate(s) ("**Code Signing Certificate(s)**"), secure email personal certificates and secure email enterprise certificates (note that Standard Certificate(s), Advantage Certificate(s), and UCC Certificate(s) are collectively also referred to as "**Entrust SSL Web Server Certificate(s)**" and secure email personal certificates and secure email enterprise certificates are collectively referred to as "**Client Certificate(s)**"). Any Certificates for Adobe CDS will not be distributed under this Agreement, but rather will be made available under the Subscriber Agreement for Entrust Certificates for Adobe Certified Document Services (CDS), although this Agreement does describe the Management Services that may be made available for such Entrust Certificates for Adobe CDS.

"Client Certificate Agreement" means the most recent version of the Client Certificate Agreement that can be found on the Internet at <http://www.entrust.net/cps>.

"Contract Signer" means the individual who agrees to this Agreement on behalf of, and under the authority of, the Subscriber.

"CPS" means the most recent version of the certification practice statement that is incorporated by reference into this Agreement and the Certificate(s) that You are issued, as may be amended from time to time in accordance with the terms of the CPS. The CPS applicable to a specific Certificate(s) that You are issued in connection with Certificate Services depends on the Certificate(s) Type(s) and can be found on the Internet at <http://www.entrust.net/cps> or by contacting Entrust. For example, use of EV SSL Certificate(s) is governed by the most recent version of the document titled "Certification Practice Statements - EV SSL Certificate(s)", use of Entrust WAP Server Certificate(s) is governed by the most recent version of the document titled "Certification Practice Statements - WAP Certificate(s) WAP", and use of Entrust SSL Web Server Certificate(s) is governed by the most recent version of the document titled "Certification Practice Statement".

"Enterprise" means You, Your Agents, and Your Affiliates.

"Entrust" means Entrust, Inc. if You are a resident of the United States; otherwise, Entrust means Entrust Limited. "Entrust Group" means collectively Entrust, Inc., its subsidiaries, its licensors (including for the avoidance of any doubt Microsoft), its Resellers, its suppliers, and the directors, officers, employees, agents and independent contractors of any of them.

"EV Guidelines" means the most recent version of the CA/Browser Forum Guidelines For Extended Validation Certificates posted on the Internet at <http://www.cabforum.org/>.

"Governmental Authority" means any foreign or domestic national, provincial, state, territorial, or local government authority; quasi-governmental authority; court; government organization; government commission; governmental board, bureau or instrumentality; regulatory, administrative or other agency; or any political or other subdivision, department, or branch of any of the foregoing.

"Management Services" means a self-service administration tool hosted by Entrust that is designed to help You manage Certificate(s) that may be made available to You by Entrust that enables You to manage the issuance, revocation, and expiry of one or more Certificate(s) issued to You as part of Certificate Services. Management Services are available in two (2) deployment and use models as may be described in the documentation: a certificate pooling model ("Pooling") and a non-pooling model ("Non-Pooling").

"Permitted Group" means in the case of (i) Entrust SSL Web Server Certificate(s) and Entrust Code Signing Certificates, You and Your Affiliates; and (ii) in the case of Client Certificates, Your employees or third parties conducting Enterprise related business with to whom You have assigned an email address for such business purposes.

"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 Certificate Services to You.

"Microsoft" means Microsoft Corporation, a Washington corporation, with its principal place of business at One Microsoft Way, Redmond, Washington 98052-6399.

"Relying Party" means any individual or entity that relies on a Valid Certificate. For avoidance of doubt, an ASV is not a "Relying Party" when software distributed by such ASV merely displays information regarding a Certificate.

"Subscriber" means the Person in the Permitted Group who is issued a Certificate under this Agreement.

"Subscription Fees" means the fees established by Entrust that You will pay to use the Certificate Services, Management Services and ECS Support Services, as posted from time to time at Entrust's internet web site and/or in the documentation included with the Management 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 Certificate Services 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 Certificate Services commencing on the Activation Date. In the case where You have purchased Certificate Services that: (i) do not include Management Services, the Subscription Term is the validity period of the applicable Certificate(s); (ii) include "Pooling" Management Services, the Subscription Term is the period of time for which You have purchased the right to use such Management Services, irrespective of whether the Certificate(s) that are issued to You as part of Certificate Services have validity periods extending beyond such period of time, or (iii) include "Non-Pooling" Management Services, the Subscription Term is the validity period of the applicable Certificate(s) issued under such Management Services, provided that all such Certificates are issued on or before the one (1) year anniversary of the Activation Date. In any case, the Subscription Term may be shortened pursuant to Section 7 of this Agreement.

"You" or "Your" means the Person who has entered into this Agreement to receive Certificate Services.

"Your Affiliates" means Your controlled subsidiaries who You will cause to comply with this Agreement. In this context, a Subscriber controls a subsidiary if it owns fifty percent (50%) or more of the voting rights for the board of directors or other mechanism of control for the corporation or other entity.

"Valid" means that a Certificate that has not expired and has not been revoked.

2. Services and License

- (a) Issuance of Certificate(s): Upon receipt of Your application for Certificate Services, Entrust or a subcontractor acting on behalf of Entrust will perform limited verification (as described in the CPS) of the information submitted by Enterprise. After completing such verification, Entrust may issue You or Your Affiliates (if applicable) one or more Certificate(s) (depending on the amount of Subscription Fees You have paid) as described in the CPS. If Entrust issues Certificate(s) services to You or Your Affiliates (if applicable), Entrust will make such Certificate(s) available for retrieval.
- (b) Grant of License: Subject to the terms and conditions of this Agreement, Entrust hereby grants to Enterprise a non-exclusive, non-transferable license to use the Certificate Services; provided, however, that Enterprise may only use the Certificate Services (including for the avoidance of any doubt, all Certificate(s)) in compliance with this Agreement and the CPS, for the sole purposes of securing communications pertaining to Enterprise related business. If the Certificate Services include Management Services, Enterprise may only use the Management Services in compliance with this Agreement and the CPS for the purpose of managing Certificate(s) issued by Entrust to You or Your Affiliates. All use of the Management Services must be in accordance with the documentation supplied to You as part of the Management Services. If Entrust makes computer software available to Enterprise for download as part of the Certificate Services, such software will be licensed to Enterprise under the terms of the license agreement embedded in or associated with such software. Enterprise does not acquire any rights, express or implied, in the Certificate Services, other than those rights specified in this Agreement and the CPS. Enterprise will not host, time-share, rent, lease, sell, license, sublicense, assign, distribute or otherwise transfer any component of Certificate Services, except as provided in this Agreement and the CPS. If one or more enabling mechanisms ("**License String**") that provides Enterprise with access to the Certificate Services is supplied to Enterprise, Enterprise may only use such Licensing String for the purpose of using the Certificate Services and Enterprise may not copy or alter a Licensing String. Each permitted copy of all or part of any item of Certificate Services must include all copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy delivered by Entrust to Enterprise. You may only deploy the number of Certificates that You have purchased from Entrust or its Reseller. The Certificate Services 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. Enterprise will not copy, modify, adapt or merge copies of the Certificate Services except as provided in this Agreement and the CPS. Enterprise will not translate, reverse engineer, decompile or disassemble the Certificate Services except to the extent that law explicitly prohibits this restriction notwithstanding a contractual restriction to the contrary. Enterprise 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 Enterprise's right to export, import or use the Certificate Services or the right to include personal information in Certificates. Enterprise will immediately cease to use the Certificate Services upon (a) expiration of the Subscription Term; (b) upon Enterprise's breach of this Agreement including the CPS.
- (c) Lifecycle Monitoring Service: Entrust will provide You with a lifecycle monitoring service ("**LMS**"). The LMS is designed to reduce the chance of disruption of Your service which may be caused by the expiration of the Your Certificate(s). Entrust will use commercially reasonable efforts to send an email to the technical contact listed in the information provided to Entrust with Your Certificate Services Application (such person referred to as "**Notice Recipient**"). Such email will inform the Notice Recipient that Your Certificate(s) is due to expire shortly. Usually, the email notification will be sent approximately thirty (30) and fifteen (15) days prior to the date on which Your Certificate(s) is due to expire. In the event that the Notice Recipient changes, You can still receive a LMS email notice if You provide Entrust with updated contact information for the Notice Recipient at least sixty (60) days prior to the date that Your Certificate(s) is due to expire. You will not be eligible for the LMS if Your

Notice Recipient changes and Entrust is not informed of such change within the time period set forth above.

- (d) **ECS Support Services:** If You have purchased Management Services You are entitled to receive the ECS Support Services set below. "**ECS Support Services**" means the maintenance, support and verification services relating to the: (i) issuance and revocation of one or more Certificate(s) to You or Your Affiliates, (ii) Certificate Services, and (iii) Management Services, that are provided by Entrust according to the service plan selected and paid (if applicable) for by You. ECS Support Services are available in the following service plans: (i) the Silver Support Plan ("**Silver Support**"), and (ii) the Platinum Support Plan ("**Platinum Support**"). ECS Support Services are provided by Entrust for the duration of the Subscription Term pursuant to the terms and conditions of the ECS Support Services Agreement available on the Internet at www.entrust.net/cps. Entrust reserves the right to modify the ECS Support Services in its discretion during the Subscription Term.

If You have subscribed to Management Services, Silver Support services will be provided to You at no additional charge as part of the Management Services that You have subscribed to.

If You have subscribed to Management Services, You may elect to upgrade the ECS Support Services to the Platinum Support Plan, subject to Your payment of the applicable Subscription Fee. The Subscription Fee for the Platinum Support Plan must be paid for all Certificates in the Management Services account, or added thereafter during the Subscription Term.

3. **Fees**

You will pay all applicable Subscription Fees for any Certificate Services 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 Certificate Services; provided, however that if You have purchased the Certificate Services 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 Certificate Services extended to You (or where You have purchased the Certificate Services through a Reseller and such Reseller does not pay Entrust the applicable fees for any Certificate Services in accordance with Entrust's agreement with such Reseller), Entrust will not be entitled to use such Certificate Services (including for the avoidance of any doubt, any Certificate(s)) and Entrust may refuse to process any subsequent applications submitted by You for additional Certificate Services and revoke all 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**

You represent and warrant to Entrust and all Certificate Beneficiaries that You have the authority to bind Your Affiliates to this Agreement and the CPS as a Subscriber (if Your Affiliates are issued any Certificate(s) or otherwise receive any Certificate Services in connection with the Management Services purchased hereunder, if applicable). You further represent and warrant to Entrust and all Certificate Beneficiaries that:

- (i) In the case of Code Signing Certificates, You will not use the Certificate to digitally sign hostile code, including spyware or other malicious software (malware) downloaded without user consent;
- (ii) all information provided, and all representations made, by Subscriber in relation to any Certificate Services are and will be complete and accurate (and Subscriber will promptly update such information and representations from time to time as necessary to maintain such completeness and accuracy);

- (iii) the Private Key corresponding to the Public Key submitted to Entrust in connection with Certificate Services 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 or token) at all times;
- (iv) any Information provided to Entrust or to any independent third-party Registration Authorities in connection with Certificate Services 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;
- (v) the Certificate(s) will not be installed or used until it has reviewed and verified the accuracy of the data in each Certificate(s);
- (vi) in the case of Entrust SSL Certificates, the Certificate(s) will be installed only on the server accessible at the domain name listed on the Certificate(s);
- (vii) Certificates will only be used in compliance with all applicable laws, solely for authorized company business, and solely in accordance with the Agreement and the CPS;
- (viii) Entrust will be immediately notified if any information included in the Certificate Services Application changes or if any change in any circumstances would make the information in the Certificate misleading or inaccurate;
- (ix) all use of the Certificate and its associated private key will cease immediately, and the Subscriber will promptly notify Entrust and request the revocation of the Certificate Services, if (1) any information included in the Subscriber's Certificate changes, is or becomes incorrect or inaccurate, or if any change in any circumstances would make the information in the Certificate incorrect, 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 Certificate;
- (x) all use of the (1) Certificate and (2) Private Key associated with the Public Key in such Certificate Services will cease upon expiration or revocation of such Certificate, and such Certificate will be removed from the devices and/or software in which it has been installed;
- (xi) the Certificate Services will not be used for any hazardous or unlawful (including tortious) activities;
- (xii) Your Agents are duly authorized and qualified to perform this Agreement on Your behalf, and such Agents will meet the requirements of this Agreement, the applicable CPS and, in the case of EV SSL Certificate(s), the EV Guidelines;
- (xiii) the subject named in the Certificate(s) corresponds to the Subscriber, and that the Subscriber has authorized the inclusion of such information in the Certificate; and
- (xiv) You have the exclusive right to use the domain name or email address listed in Certificate.

You expressly agree that You will:

- a) cause Your Affiliates who receive any Certificate Services hereunder, and Your Agents, to comply with the requirements of this Agreement, the applicable CPS and, in the case of EV SSL Certificate(s), the EV Guidelines;
- b) understand and, if necessary, receive proper education in the use of Public-Key cryptography and Certificate(s) including Certificate Services;
- c) provide, in any communications with Entrust or an independent third-party Registration Authority, correct information with no errors, misrepresentations, or omissions;
- d) generate a new, secure, and cryptographically sound Key Pair to be used in association with the Certificate or Subscriber's Certificate Services Application;
- e) read and agree to all terms and conditions of the CPS;
- f) refrain from modifying the contents of Certificates;
- g) use Certificates exclusively for legal and authorized purposes in accordance with the terms and conditions of the CPS and applicable laws;

- h) only use Certificates on behalf of the organization listed as the Subject in such Certificates;
- i) keep confidential and properly protect the Private Keys;
- j) notify Entrust as soon as reasonably practicable of any change to any information included in the Subscriber's Certificate Services Application or any change in any circumstances that would make the information in the Subscriber's Certificate Services Application misleading or inaccurate;
- k) notify Entrust as soon as reasonably practicable of any change to any information included in the Certificate or any change in any circumstances that would make the information in the Certificate misleading or inaccurate;
- l) immediately cease to use Certificates if any information included in the Certificate or if any change in any circumstances would make the information in the Certificate misleading or inaccurate;
- m) notify Entrust immediately of any suspected or actual Compromise of the Private Keys and request the revocation of such Certificate;
- n) immediately cease to use the Certificate upon (a) expiration or revocation of such Certificate, or (b) any suspected or actual Compromise of the Private Key corresponding to the Public Key in such Certificate, and remove such Certificate from the devices and/or software in which it has been installed;
- o) only install the Certificate on one (1) World Wide Web server and only use such Certificate in connection with such server unless, otherwise expressly permitted by Entrust in writing;
- p) refrain from using the Private Key corresponding to the Public Key in the Certificate to sign other Certificate(s); and
- q) use appropriate judgment about whether it is appropriate, given the level of security and trust provided by Certificate, to use Certificate in any given circumstance.

Certificate Services and related information may be subject to export, import, and/or use restrictions. You will comply with all laws and regulations applicable to Your right to export, import, and/or use Certificate Services or related information, including, without limitation, all laws and regulations in respect to nuclear, chemical or biological weapons proliferation. You will be responsible for procuring all required licenses and permissions for any export, import, and/or use of Certificate Services or related information. Certain cryptographic techniques, software, hardware, and firmware ("Technology") that may be used in processing or in conjunction with Certificate Services may be subject to export, import, and/or use restrictions. You will comply with all laws and regulations applicable to a Subscriber's right to export, import, and/or use such Technology or related information. You will be responsible for procuring all required licenses and permissions for any export, import, and/or use of such Technology or related information. For the avoidance of any doubt, (1) Entrust will not be under any obligation to issue any Certificate containing pre-qualified information if such pre-qualified information is subsequently found to have changed or to be in any way inaccurate, incorrect, or misleading; (2) by submitting a request for Certificate, You are representing and warranting that the pre-qualified information has not changed and is in no way inaccurate, incorrect, or misleading; (3) Entrust shall be entitled to revoke a Certificate issued to You if (i) the pre-qualified information submitted by You is subsequently found to have changed or to be inaccurate, incorrect, or misleading, (ii) if revocation is requested by You, (iii) upon expiry or termination of this Agreement, or (iv) for any other reason identified for revocation in the CPS; (5) You must notify Entrust immediately of any change to any information included in any Certificate issued to You or any Certificate management service application submitted by You or any change circumstances that would make the information in any such Certificate or Certificate Management Service application inaccurate, incorrect, or misleading, and (6) You must notify Entrust immediately of any changes to pre-qualified information, or any changes in any circumstances that would make any pre-qualified information inaccurate, incorrect, or misleading.

You acknowledge that the Certificate Services (and any information incorporated therein or provided thereto) contain the confidential information of Entrust. You will not translate, reverse

engineer, de-compile, disassemble, or develop competitive Certificate Services using any such information derived from Entrust's confidential information. You will retain Entrust's confidential information in confidence and will use, disclose, and copy it solely for the purpose of, and in accordance with the Agreement. You will only disclose Entrust's confidential information to Your employees and Enterprise employees with a need to know. You will use the same degree of care as You use to protect Your own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use or disclosure of Entrust's confidential information.

You will not be bound by any obligations restricting disclosure and use set forth in this Agreement with respect to Entrust's confidential information, or any part thereof, which: (i) was known to You prior to disclosure, without any obligation of confidentiality; (ii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of this Agreement; (iii) was disclosed to You by a third party, provided that such third party is not in breach of any confidentiality obligation in respect of such information; or (iv) is independently developed by You.

If You are compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose the confidential information of Entrust, You will use reasonable efforts to seek confidential treatment for such confidential information, and provide prior notice to Entrust to allow Entrust to seek protective or other court orders.

Client Certificates may be issued and distributed to third parties within the Permitted Group, provided that such issuance and distribution is done pursuant to the Client Certificate Agreement and provided that (i) You have independently verified the information included in each Client Certificate as being accurate; (ii) the individual to whom such Client Certificate is issued has consented to the inclusion of all data that is incorporated into such Client Certificates; (iii) You have paid the applicable license fee for the Client Certificate; and (iv) such Client Certificate is used for Enterprise related business only.

5. DISCLAIMER OF WARRANTY

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

6. LIMITATION OF LIABILITY

IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF ENTRUST GROUP, ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITY OPERATING UNDER AN ENTRUST CERTIFICATION AUTHORITY, ANY RESELLERS, OR CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING TO ANY SUBSCRIBER, RELYING PARTY OR ANY OTHER PERSON, ENTITY, OR ORGANIZATION ARISING OUT OF OR RELATING TO ANY CERTIFICATES, CERTIFICATE SERVICES OR ANY SERVICES OR SOFTWARE PROVIDED IN RESPECT TO CERTIFICATE SERVICES, INCLUDING ANY USE OR RELIANCE ON ANY CERTIFICATE SERVICES, EXCEED THE GREATER OF (1) TEN THOUSAND UNITED STATES DOLLARS (\$10,000.00 U.S.); AND (2) TEN TIMES THE FEES PAID BY YOU TO ENTRUST UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE INITIATION OF THE CLAIM TO A MAXIMUM OF ONE MILLION DOLLARS (\$1,000,000) (SUCH GREATER NUMBER REFERRED TO AS THE "CUMULATIVE DAMAGE CAP"). THE FOREGOING LIMITATIONS WILL 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 NO EVENT WILL ENTRUST GROUP OR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITY OPERATING UNDER AN ENTRUST 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 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN AND EVEN IF ENTRUST GROUP OR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITY OPERATING UNDER AN ENTRUST 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 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. ALL 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 CERTIFICATE(S) TO SUBSCRIBERS AND NEITHER ENTRUST NOR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER AN ENTRUST 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 CERTIFICATE SERVICES AND THAT THESE PROVISIONS PROVIDE FOR A REASONABLE ALLOCATION OF RISK.

7. 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 and in the case of EV SSL Certificates, the EV Guidelines). 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 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 Certificate Services and remove any Certificates issued under this Agreement it from the devices and/or software in which it has been installed. The provisions entitled Representations, Warranties And Additional Obligations, Disclaimer of Warranties, Limitation of Liability, Term, Severability, Audit Right, Third Party Beneficiaries, Entire Agreement, and those provisions of the CPS that are designated as surviving termination will continue in force even after any termination or expiration of this Agreement. All payment obligations will survive termination.

8. 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.

9. Third Party Databases and D-U-N-S® Number

In performing limited verification Entrust (or a subcontractor acting on behalf of Entrust (a "Subcontractor")) may determine whether the organizational identity, address, and domain name provided with Your Certificate Services Application are consistent with information contained in third-party databases (the "Databases"), which may include the Dun & Bradstreet Inc. ("D&B") database. Entrust or a Subcontractor may perform an investigation which may attempt to confirm Your business name, street address, mailing address, telephone number, line of business, year started, number of employees, CEO, telephone number and Your business existence. You may be assigned a D-U-N-S® Number if Entrust or its Subcontractor is able to procure independent confirmation that Your business exists at the address included in Your Certificate Services Application. You acknowledge that some of the information submitted to obtain Certificate Services and/or a D-U-N-S® Number may become included in the Databases. This information will only include: business name, street address, mailing address, telephone number (outside source), line of business, year started, number of employees, CEO, telephone number and Your business existence. You acknowledge that the foregoing information as contained in the Databases may be licensed by Entrust or its Subcontractor to third parties who may offer You business products and services.

10. Use of the Entrust Secured Site-Seal

Subject to the terms and conditions of this Agreement, You may use Your Certificate Services with the Entrust Secured Site-Seal; provided, however that (i) Entrust delivers to You the Entrust Secured Site-Seal together with, or in conjunction with, Your Certificate Services; and (ii) **BY CLICKING THE "ACCEPT" ICON BELOW AND BY USING THE ENTRUST SECURED SITE-SEAL, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE ENTRUST SECURED SITE-SEAL LICENSE AGREEMENT SET FORTH AT <http://www.entrust.net/cps>.**

11. Third Party Beneficiaries

You expressly acknowledge that each Application Software Vendor and each member of the Entrust Group are express third party beneficiaries, and may enforce this Agreement and the CPS against Enterprise and rely on all terms of this Agreement and the CPS.

12. Audit Right

You shall keep reasonable records relating to (i) the number of copies of Certificates deployed by Enterprise; and (ii) the number of servers which make use of such Certificates. A chartered or certified public accountant selected by Entrust may, upon reasonable notice and during normal business hours, but no more often than once a year, inspect Your records to ensure that You are complying with Your obligations hereunder.

13. Entire Agreement

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 or associated with any order will be of no force or effect except for the identification and quantity of the Certificate Services that are being subscribed for.

Exhibit A

Certificate(s) Requestor(s):

Certificate(s) Approver(s):

Contract Signer:

Web Hosters:

Technical contacts: