ENTRUST SSL CERTIFICATE SUBSCRIPTION AGREEMENT FOR ENTRUST CERTIFICATE MANAGEMENT SERVICE – (ENHANCED AND PREMIUM EDITIONS)

ATTENTION READ CAREFULLY: THIS ENTRUST SSL CERTIFICATE SUBSCRIPTION AGREEMENT FOR ENTRUST CERTIFICATE MANAGEMENT SERVICE – ENHANCED AND PREMIUM EDITIONS (THIS "AGREEMENT") IS A LEGAL CONTRACT BETWEEN THE PERSON, ENTITY, OR ORGANIZATION NAMED IN THE ACCOMPANYING APPLICATION ("YOU"), AND ENTRUST LIMITED ("ENTRUST"). BEFORE CONTINUING, CAREFULLY READ THIS AGREEMENT AND THE ENTRUST CERTIFICATION PRACTICE STATEMENT AS AMENDED FROM TIME TO TIME WHICH IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE AND WHICH COLLECTIVELY CONTAIN THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ACQUIRING A LIMITED RIGHT TO HAVE ISSUED AND USE ENTRUST CERTIFICATES. THE USE OF ANY ENTRUST CERTIFICATES ISSUED TO YOU IS ALSO GOVERNED BY VARIOUS U.S., CANADIAN, AND INTERNATIONAL CRIMINAL AND CIVIL LAWS.

BY CLICKING THE "ACCEPT" ICON BELOW, BY SUBMITTING A CERTIFICATE MANAGEMENT SERVICE APPLICATION, OR BY REQUESTING AN ENTRUST CERTIFICATE IN CONNECTION WITH ENTRUST CERTIFICATE MANAGEMENT SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SHALL BE DEEMED TO HAVE ACTUAL KNOWLEDGE OF THE PROVISIONS HEREOF INCLUDING THE ENTRUST CERTIFICATION PRACTICE STATEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK ON THE "DECLINE" ICON BELOW. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT CONTINUE THE CERTIFICATE MANAGEMENT APPLICATION PROCESS.

THIS AGREEMENT INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS CONTAINED IN THE ENTRUST CERTIFICATION PRACTICE STATEMENT AS AMENDED FROM TIME TO TIME. THE ENTRUST SSL WEB SERVER CERTIFICATION PRACTICE STATEMENT CAN BE VIEWED AT http://www.entrust.net/about/practices.htm. THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE EARLIER OF (1) YOU CLICKING THE "ACCEPT" ICON BELOW, (2) YOUR SUBMISSION OF THE CERTIFICATE MANAGEMENT SERVICE APPLICATION ENTRUST SHALL IN ITS SOLE DISCRETION BE ENTITLED TO ACCEPT OR REJECT ANY CERTIFICATE MANAGEMENT SERVICE APPLICATION. YOU SHALL BE ENTITLED TO RECEIVE A FULL REFUND OF ANY PAYMENT MADE FOR THE CERTIFICATE MANAGEMENT SERVICE IF ENTRUST DOES NOT ACCEPT YOUR CERTIFICATE MANAGEMENT SERVICE APPLICATION.

IF YOU ARE AN EMPLOYEE, AGENT, OR REPRESENTATIVE OF ANOTHER ENTITY OR ORGANIZATION, YOU HEREBY REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITIES' OR ORGANIZATION'S BEHALF AND TO BIND SUCH ENTITY OR ORGANIZATION HEREBY, AND (II) SUCH ENTITY OR ORGANIZATION HAS THE FULL

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POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. Definitions: In this Agreement, the following terms shall have the following meanings. Any capitalized terms that are not defined in this section or elsewhere in this Agreement shall have the meaning ascribed to them in the Entrust Certification Practice Statement.

- "Compromise" means a suspected or actual loss, disclosure, or loss of control over sensitive information or data.
- "Certificate Management Service" means the benefits and obligations described in this Agreement, except the benefits described in the paragraph entitled "Premium Benefits" which are only available to You if are purchasing the "Premium Edition" of Certificate Management Service.
- "Certificate Management Service Application" means the form and application information requested by Entrust and submitted by You when applying to participate in the Certificate Management Service or when updating information previously supplied to Entrust in respect to the Certificate Management Service.
- **"Entrust Certificate"** means an SSL web server digital certificate issued by an Entrust Certification Authority. "Entrust Certification Authority" means a certification authority operated by or for Entrust.
- "Entrust Certification Practice Statement" means in the case of SSL web server digital certificates, the Entrust SSL Web Server Certification Practice Statement which may be found in the Repository.
- **"Key Pair"** means two mathematically related cryptographic keys, having the properties that (i) one key can be used to digitally sign a message that can only be verified using the other key, and (ii) even knowing one key, it is computationally infeasible to discover the other key.
- "Licensing String" means a series of computer-generated characters which may be provided by Entrust for the purpose of enabling the Certificate Management Service (Premium Edition only).
- "Order" means Your purchase order, application, or similar document submitted to Entrust or an affiliate of Entrust, and accepted by Entrust.
- "Private Key" means the key of a Key Pair used to create a digital signature.
- "Public Key" means the key of a Key Pair used to verify a digital signature. The Public Key is made freely available to anyone who will receive digitally signed messages from the holder of the Private Key of the Key Pair. The Public Key is usually provided via a digital certificate issued by a certification authority and is often obtained by accessing a repository or database. A Public

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[&]quot;Agreement" means this Certificate Management Service Agreement.

Key is used to verify the digital signature of a message sent by the holder of the corresponding Private Key.

- "Repository" means the information described at http://www.entrust.net/about/practices.htm.
- "Software" means the Entrust Certificate Manager computer software program in machinereadable object code form (including associated documentation) for use in conjunction with Certificate Management Service.
- "Support" means Entrust's English language annual support plan which may be purchased by You in respect of the Licensing String and the Software (provided that You are or have been granted the right to use the Software).
- **"You or Your"** means both the individual or individuals applying to enter the Certificate Management service and any entity on whose behalf such individual or individuals are acting.
- 2. Pre-Qualification of Information and Issuance of Entrust Certificates: Upon request by You, and to the extent that You have paid for such rights. Entrust or a subcontractor acting on behalf of Entrust will perform limited verification (as described in the Entrust Certification Practice Statement) to pre-qualify information submitted by You for inclusion in Entrust Certificates that You may subsequently request the Entrust Certification Authorities to issue. If information submitted for pre-qualification is verified. You may submit requests for the issuance of Entrust Certificates containing such pre-qualified information as further described below. You shall not sublicense Your right to submit requests for the issuance of Entrust Certificates containing such pre-qualified information. Upon receipt of a request from You for the issuance of an Entrust Certificate which is to contain pre-qualified information, Entrust shall, to the extent that You have paid for such rights, issue an Entrust Certificate containing such pre-qualified information. Entrust shall be under no obligation to issue any Entrust Certificates containing prequalified information if such pre-qualified information is subsequently found to have changed or to be in any way inaccurate, incorrect, or misleading. By submitting a request for an Entrust Certificate, You are representing and warranting that the pre-qualified information has not changed and is in no way inaccurate, incorrect, or misleading. If Entrust issues an Entrust Certificate to You, Entrust shall make such Entrust Certificate available for retrieval by You. Entrust shall be entitled to revoke an Entrust 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 Entrust Certification Practice Statement.
- **3. Obligations:** You shall: (i) provide, in any communications with Entrust, correct information without any misrepresentations or omissions, (ii) generate a new, secure, and cryptographically sound Key Pair to be used in association with each Entrust Certificate to be issued to You, (iii) refrain from modifying the contents of any Entrust Certificates, (iv) use Entrust Certificates exclusively for legal and authorized purposes in accordance with the terms and conditions of the Entrust Certification Practice Statement and applicable laws, (v) protect the Private Keys corresponding to the Public Keys in any Entrust Certificate issued to You, (vi) notify Entrust immediately of any change to any information included in any Entrust Certificate issued to You or any Certificate management service application submitted by You or any change in any

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circumstances that would make the information in any such Entrust Certificate or Certificate management service application inaccurate, incorrect, or misleading, (vii) 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, (viii) notify Entrust immediately of any Compromise or suspected Compromise of the Private Key corresponding to the Public Key in any Entrust Certificate issued to You, and (ix) stop using all Entrust Certificates upon the termination or expiry of this Agreement. You acknowledge that the use of Entrust Certificates and any subsequent services procured from Entrust by You in connection with Certificate Management Service, including without limitation any additional services procured through the software interface made available to You as part of Certificate Management Service, is subject to the terms and conditions of this Agreement and the Entrust Certification Practice Statement and You shall only use an Entrust Certificate issued to You as permitted by this Agreement and the Entrust Certification Practice Statement. You acknowledge that if You have purchased Support, such Support will be provided during the term pursuant to the terms of Entrust's then current Silver support plan which is available to You upon request. You acknowledge that You have the necessary information to make an informed decision about whether and the extent to which to use digital certificate technology and in particular Entrust Certificates. You acknowledge that You have read the Entrust Certification Practice Statement and the disclaimers of representations, warranties, and conditions, and limitations of liabilities and remedies therein and that You are making Your own judgment about whether it is reasonable under the circumstances to use Entrust Certificates.

- 4. Fees: You shall pay all applicable fees for the rights granted hereunder to have Entrust Certificates issued to You, including any licensing fees for use of the Software, any Licensing Strings, and Support (if you have purchased such Support). The fees for the rights and services provided under the Certificate Management Service are available from Entrust and are subject to change upon notice to you. If You do not pay the applicable fees, You will not be entitled to use any services, Software, the Licensing Strings or any Entrust Certificates issued to You, and Entrust may refused to process any subsequent requests submitted by You for additional Entrust Certificates, Software, Licensing Strings or additional services, and/or Entrust may also revoke all Entrust Certificates issued to You and terminate Your access to Certificate Management Service and related services, in addition to any other remedies that may be available at law. You agree that You shall not use Entrust Certificates in a manner that exceeds the maximum server quantity per certificate permitted by Entrust for the fees that You have paid to Entrust. If no maximum server quantity is specified by Entrust in the associated documentation, this quantity shall be deemed to be one.
- 5. DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPLICIT REPRESENTATIONS, WARRANTIES, AND CONDITIONS PROVIDED IN THIS AGREEMENT AND THE ENTRUST CERTIFICATION PRACTICE STATEMENT, ENTRUST CERTIFICATES, SOFTWARE AND ANY SERVICES PROVIDED IN RESPECT TO ENTRUST CERTIFICATES ARE PROVIDED "AS IS", AND NEITHER ENTRUST 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, ALL INDEPENDENT THIRD-PARTY REGISTRATION

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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 ENTRUST CERTIFICATION PRACTICE STATEMENT, THE ENTIRE RISK OF THE USE OF ANY ENTRUST CERTIFICATES, SOFTWARE OR ANY SERVICES PROVIDED IN RESPECT TO ENTRUST CERTIFICATES OR THE VALIDATION OF DIGITAL SIGNATURES SHALL BE BORNE SOLELY BY YOU.

6. LIMITATION OF LIABILITY: IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF ENTRUST, ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER THE ENTRUST CERTIFICATION AUTHORITIES, ANY RESELLERS. OR CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING TO YOU ARISING OUT OF OR RELATING TO ANY ENTRUST CERTIFICATE, SOFTWARE OR ANY SERVICES PROVIDED IN RESPECT TO ENTRUST CERTIFICATES, INCLUDING ANY USE OR RELIANCE ON ANY ENTRUST CERTIFICATE, EXCEED ONE THOUSAND UNITED STATES DOLLARS (\$1000.00 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, SOFTWARE 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.

IF ANY LIABILITY ARISING OUT OF OR RELATING TO AN ENTRUST CERTIFICATE, SOFTWARE, 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 ENTRUST OR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER THE ENTRUST CERTIFICATION AUTHORITIES, OR ANY RESELLERS, CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING BE OBLIGATED TO PAY MORE THAN THE CUMULATIVE DAMAGE CAP FOR ANY ENTRUST CERTIFICATE, SOFTWARE OR ANY SERVICES PROVIDED IN RESEPCT TO AN ENTRUST CERTIFICATE REGARDLESS OF APPORTIONMENT AMONG CLAIMANTS.

IN NO EVENT SHALL ENTRUST OR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER THE ENTRUST CERTIFICATION AUTHORITIES, OR

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ANY RESELLERS, CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING BE LIABLE FOR ANY INCIDENTAL, SPECIAL, STATUTORY, PUNITIVE, EXEMPLARY, INDIRECT, RELIANCE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) WHETHER ARISING FROM CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), LEGISLATION OR ANY OTHER THEORY OF LIABILITY.

THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN AND EVEN IF **ENTRUST OR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITY** OPERATING UNDER AN ENTRUST 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 YOU. THE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS AND THE LIMITATIONS ON LIABILITIES AND REMEDIES IN THIS AGREEMENT AND IN THE ENTRUST CERTIFICATION PRACTICE STATEMENT CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT, THE ENTRUST CERTIFICATION PRACTICE STATEMENT, ANY OTHER SUBSCRIPTION AGREEMENTS, AND ANY RELYING PARTY AGREEMENTS. YOU ACKNOWLEDGE THAT BUT FOR THESE DISCLAIMERS OF REPRESENTATIONS. WARRANTIES. AND CONDITIONS AND LIMITATIONS ON LIABILITIES AND REMEDIES. ENTRUST WOULD NOT ISSUE ENTRUST CERTIFICATES TO SUBSCRIBERS AND **NEITHER ENTRUST NOR ANY 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 ENTRUST CERTIFICATES AND THAT THESE PROVISIONS PROVIDE FOR A REASONABLE ALLOCATION OF RISK.

7. Term: Depending on the type of Entrust Certificate Management Service offering purchased and paid for by You, the term of this Agreement is either one or two years from the date that Your Certificate Management Service application is accepted ("Initial Term"). You will be able to pre-qualify information and request the issuance of Entrust Certificates pursuant to the Certificate Management Service during such Initial Term. This Agreement shall automatically renew for additional one or two year periods of time upon payment by You of the annual or biannual (in the case of a two year service period) renewal fees specified by Entrust; provided, however, if Entrust does not accept your Order or payment then this Agreement will not renew. Any terms on an Order that is accepted by Entrust shall have no force and effect except for the identification and quantity of the particular Entrust Certificate Management Service intended to be acquired by You. Your ability to have Entrust Certificates issued pursuant to the Certificate Management Service shall be subject to Your payment of the applicable fees, verification of any information submitted by You for pre-qualification, and Your compliance with all other requirements of this Agreement. Your right to use such Entrust Certificates and Your rights

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under this Agreement shall terminate if You fail to comply with any of the material terms or conditions of this Agreement or the Entrust Certification Practice Statement. You must upon revocation or expiration of this Agreement or Your Entrust Certificate(s) cease all use of such expired or revoked Entrust Certificate(s) and remove such Entrust Certificate(s) from the devices and/or software in which they have been installed. If this Agreement is terminated because of breach by You, You shall cease use of any Entrust Certificate(s) issued to You under this Agreement and remove such Entrust Certificates from the devices and/or software in which they have been installed. The provisions of this Agreement entitled Disclaimer of Warranties, Limitation of Liability, Term, Severability, Premium Benefits and those provisions of the Entrust Certification Practice Statement that are designated as surviving expiration or termination shall continue in force even after any expiration or termination of this Agreement.

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

FOR GREATER CERTAINTY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EVERY PROVISION OF THIS AGREEMENT, THE ENTRUST CERTIFICATION PRACTICE STATEMENT, ANY OTHER SUBSCRIPTION AGREEMENTS OR ANY RELYING PARTY AGREEMENTS THAT DEALS WITH (I) LIMITATION OF LIABILITIES, REMEDIES, OR DAMAGES, (II) DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, CONDITIONS, LIABILITIES, OR REMEDIES, OR (III) INDEMNIFICATION, IS EXPRESSLY INTENDED TO BE SEVERABLE FROM ANY OTHER PROVISIONS OF THIS AGREEMENT, THE ENTRUST CERTIFICATION PRACTICE STATEMENT, ANY OTHER SUBSCRIPTION AGREEMENTS, OR ANY RELYING PARTY AGREEMENTS AND SHALL 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 Entrust Certificate 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 Entrust Certificate Application. You acknowledge that some of the information submitted to obtain an Entrust Certificate and/or a D-U-N-S® Number may become included in the Databases. This information will only include:

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business name, street address, mailing address, telephone number (outside source), line of business, year started, number of employees, CEO, telephone number and You 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 Entrust Certificate(s) with the Entrust Secured Site-Seal; provided, however that 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/ABOUT/PRACTICES.HTM.
- **11. Audit Right.** You shall keep reasonable records relating to (i) the number of copies of Entrust Certificates deployed by You; and (ii) the number of servers which make use of such Entrust 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 payment obligations hereunder. This provision shall survive the term of the service for one year. All payment obligations shall survive.
- **12. Entire Agreement.** This Agreement (including the Entrust SSL web server certification practice statement incorporated by reference herein) 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.
- **13. Premium Benefits:** Provided that You have purchased the "Premium Edition" of Certificate Management Service (as evidenced in the Order), the following provisions of this Agreement shall also apply to You:
- (a) Subject to this Agreement, Entrust grants to You a perpetual (unless otherwise terminated in accordance with this Section), non-exclusive, non-transferable, internal license to install and use the Software; provided, however that: (i) Your use of the Software shall be limited to the number of copies for which licenses have been purchased by You as set forth in the applicable Order(s) (if no quantity is indicated, then the quantity shall be deemed to be one (1)), (ii) You will only use the Software in accordance with the documentation included with, or embedded in the Software for the sole purpose of accessing and using Certificate Administrator Service.
- (b) You shall only use the Licensing String in conjunction with the copy of Software for which it was delivered, and You may not copy or alter a Licensing String. You do not acquire any rights, express or implied, in the Software, other than those rights specified in this Agreement. You may make an additional copy of each item of Software, but only for archival purposes. You shall not host, time-share, rent, lease, sell, license, sublicense, assign, distribute or otherwise transfer the Software, except as provided in this Agreement. You shall not use, and have no right to use, the Software as a service bureau or as any other service for or on behalf of any third party. If a third-party hardware or software product is sold or licensed by Entrust as a standalone product, then such hardware or software shall be sold or licensed pursuant to the

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applicable manufacturer's shrink wrap agreement which accompanies or is embedded in such third-party hardware or software. Run-time versions of certain third-party software may be embedded in or delivered with the Software ("Ancillary Software"). If a separate license agreement pertaining to the Ancillary Software is included with the Software or on its media, then such separate agreement shall apply to use by You of the Ancillary Software. Any thirdparty software included with or embedded in the Software may be used only with the Software. Each permitted copy of all or part of the Software must include all copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy delivered by Entrust to You. The Software 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. You shall not copy, modify, adapt or merge copies of the Software except as provided in this Agreement. You shall not translate, reverse engineer, de-compile or disassemble the Software except to the extent that law explicitly prohibits this restriction notwithstanding a contractual restriction to the contrary. You acknowledge that the Software contains Entrust's confidential information and You agree not to disclose the Software to any third party without Entrust's prior written consent.

- (c) The Software is a "commercial item" as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in FAR 12.212, and is provided to the U.S. Government only as a commercial end item. Government end users acquire the rights set out in this Agreement for the Software consistent with: (i) for acquisition by or on behalf of civilian agencies, the terms set forth in FAR. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, the terms set forth in DFARS 227.7202. Use of this Software and related documentation is further restricted by the terms and conditions of this Agreement.
- (d) The Software and related information is subject to export and import restrictions. Customer shall comply with any laws which may impact Customer's right to export, import or use the Software or related information (including, without limitation, United States and Canadian export laws). Customer shall not use the Software or related information for any purposes prohibited by export laws, including, without limitation, nuclear, chemical or biological weapons proliferation. Customer shall be responsible for procuring all required permissions for any subsequent export, import or use of the Software or related information.
- (e) Without prejudice to any other rights, Entrust may terminate Your right to use the Software if you fail to comply with the terms and conditions of this Agreement. In such event, you must destroy all copies of the Software and all of its component parts.

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