

Entrust WAP Server Certificate Subscription Agreement

ATTENTION READ CAREFULLY: THIS SUBSCRIPTION AGREEMENT (THIS "AGREEMENT") IS A LEGAL CONTRACT BETWEEN THE PERSON, ENTITY, OR ORGANIZATION NAMED IN THE ACCOMPANYING ENTRUST WAP SERVER CERTIFICATE APPLICATION ("YOU" OR "SUBSCRIBER"), AND ENTRUST LIMITED ("ENTRUST"). BEFORE CONTINUING, CAREFULLY READ THIS AGREEMENT AND THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT, AS AMENDED FROM TIME TO TIME, WHICH IS INCORPORATED INTO THIS AGREEMENT BY REFERENCE (WWW.ENTRUST.NET/WAPCPS) AND WHICH COLLECTIVELY CONTAIN THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ACQUIRING A LIMITED RIGHT TO USE AN ENTRUST WAP SERVER CERTIFICATE. THE USE OF ENTRUST WAP SERVER CERTIFICATES IS ALSO GOVERNED BY VARIOUS U.S., CANADIAN, AND INTERNATIONAL CRIMINAL AND CIVIL LAWS.

BY CLICKING THE "ACCEPT" ICON BELOW OR BY SUBMITTING AN APPLICATION FOR AN ENTRUST WAP SERVER CERTIFICATE 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 WAP SERVER 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 APPLICATION PROCESS.

THIS AGREEMENT INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS CONTAINED IN THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT AS AMENDED FROM TIME TO TIME. THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT CAN BE VIEWED AT WWW.ENTRUST.NET/WAPCPS. THIS AGREEMENT SHALL BECOME EFFECTIVE UPON SUBMISSION OF YOUR ENTRUST WAP SERVER CERTIFICATE APPLICATION. ENTRUST SHALL IN ITS SOLE DISCRETION BE ENTITLED TO ACCEPT OR REJECT ANY ENTRUST WAP SERVER CERTIFICATE APPLICATION. YOU ACKNOWLEDGE THAT AN ENTRUST DIGITAL CERTIFICATE MAY BE USED TO BIND A SUBSCRIBER IN ELECTRONIC COMMERCE TRANSACTIONS AND THAT THE PROTECTION OF A SUBSCRIBER'S PUBLIC KEYS IS SOLELY THE RESPONSIBILITY OF THE SUBSCRIBER.

IF YOU ARE AN EMPLOYEE, AGENT, OR REPRESENTATIVE OF AN 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 POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. Issuance of Certificate: Upon receipt of Your Entrust WAP Server Certificate Application, Entrust or a subcontractor acting on behalf of Entrust will perform limited verification (as described in the Entrust WAP Server Certification Practice Statement) of the information submitted by You in Your Entrust WAP Server Certificate Application. After completing such verification, Entrust may issue an Entrust WAP Server Certificate to You for use as described in the Entrust WAP Server Certification Practice Statement. If Entrust issues an Entrust WAP Server Certificate to You, Entrust will make such Entrust WAP Server Certificate available for You to retrieve.

2. Roles and Obligations: In return for payment of the then current price for a license for an Entrust WAP Server Certificate, Entrust shall perform the Certification Authority services described in the Entrust WAP Server Certification Practice Statement. You shall only use Your Entrust WAP Server Certificate as permitted by the Entrust WAP Server Certification Practice Statement and shall comply with all obligations of the Entrust WAP Server Certification Practice Statement. You acknowledge that You understand and 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 WAP Server Certificates. You acknowledge that You have read the Entrust WAP Server Certification Practice Statement and understand the disclaimers of representations, warranties, and conditions, and limitations of liabilities and are making Your own judgment as to whether it is reasonable under the circumstances to use Entrust WAP Server Certificates. You are solely responsible for determining whether to use Entrust WAP Server Certificates and the extent of such use.

YOU SPECIFICALLY ACKNOWLEDGE THAT REVOCATION OF CERTIFICATES IS NOT SUPPORTED IN VERSION 1.1 OF THE WTLS SPECIFICATION AS PUBLISHED BY THE WIRELESS APPLICATION PROTOCOL FORUM LTD., AND ACCORDINGLY AN ENTRUST WAP SERVER CERTIFICATE MAY CONTAIN (I) INFORMATION THAT HAS CHANGED OR THAT HAS BEEN DETERMINED SUBSEQUENT TO ISSUANCE TO BE INVALID, OR (II) A PUBLIC KEY CORRESPONDING TO A PRIVATE KEY THAT HAS BEEN COMPROMISED. YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT THE ENTRUST WAP CERTIFICATION AUTHORITY WILL NOT BE ABLE TO REVOKE AN ENTRUST WAP SERVER CERTIFICATE IF THERE IS ANY CHANGE IN THE INFORMATION IN SUCH ENTRUST WAP SERVER CERTIFICATE, IF IT IS SUBSEQUENTLY DISCOVERED THAT THE INFORMATION IN SUCH ENTRUST WAP SERVER CERTIFICATE IS INVALID, OR IF THE PRIVATE KEY CORRESPONDING TO THE PUBLIC KEY IN AN ENTRUST WAP SERVER CERTIFICATE HAS BEEN COMPROMISED. YOU ACKNOWLEDGE THAT THE ENTRUST WAP CERTIFICATION AUTHORITY WILL BE UNABLE TO REVOKE SUCH ENTRUST WAP SERVER CERTIFICATE EVEN IF THE ENTRUST WAP CERTIFICATION AUTHORITY IS AWARE OF SUCH CHANGE, INVALIDITY, OR COMPROMISED. YOU ACKNOWLEDGE THAT YOUR DECISION TO USE AN ENTRUST WAP SERVER CERTIFICATE SHALL HAVE BEEN MADE HAVING TAKEN INTO CONSIDERATION SUCH LIMITATIONS WITH RESPECT TO REVOCATION, CHANGED OR INVALID INFORMATION, AND COMPROMISE.

3. Fees: You shall pay all applicable fees for any Entrust WAP Server Certificates issued to You. Such payment shall be made within thirty (30) days of the receipt of an invoice from Entrust for any such Entrust WAP Server Certificates. In the event that You do not pay the applicable fees for any Entrust WAP Server Certificates issued to You, You shall not be entitled to use such Entrust WAP Server Certificates and Entrust may refuse to process any subsequent applications submitted by You for additional Entrust WAP Server Certificates. The fees for Entrust WAP Server Certificates and information or services provided by Entrust in respect to Entrust WAP Server Certificates are set forth in the Entrust WAP Repository. These fees are subject to change, and any such changes shall become immediately after posting in the Entrust Repository.

4. Lifecycle Monitoring Service: Entrust shall also provide You with a complementary 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 Entrust WAP Server Certificate. Entrust shall use commercially reasonable efforts to send an email to the technical contact listed in the information provided to Entrust with Your Entrust WAP Server Certificate Application. Such email will inform Your technical contact that Your Entrust WAP Server Certificate is due to expire shortly. Usually, the email notification will be sent approximately thirty (30) days prior to the date on which Your Entrust WAP Server Certificate is due to expire. In the event that Your contact information changes, You can still receive an LMS email notice if You provide Entrust with updated technical contact information at least sixty (60) days prior to the date that Your Entrust WAP Server Certificate is due to expire. You shall not be eligible for the LMS if Your technical contact information changes and Entrust is not informed of such change within the time period set forth above.

5. DISCLAIMER OF WARRANTY: EXCEPT FOR THE EXPLICIT REPRESENTATIONS, WARRANTIES, AND CONDITIONS PROVIDED IN THIS AGREEMENT AND THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT, ENTRUST WAP SERVER CERTIFICATES AND ANY SERVICES PROVIDED IN RESPECT TO ENTRUST WAP SERVER CERTIFICATES ARE PROVIDED "AS IS", AND NEITHER ENTRUST NOR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER THE ENTRUST WAP SERVER 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 AUTHORITIES OPERATING UNDER THE ENTRUST WAP SERVER 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 WAP SERVER CERTIFICATION PRACTICE

STATEMENT, THE ENTIRE RISK OF THE USE OF ANY ENTRUST WAP SERVER CERTIFICATES OR ANY SERVICES PROVIDED IN RESPECT ENTRUST WAP SERVER 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 WAP SERVER 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 WAP SERVER CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO ENTRUST WAP SERVER CERTIFICATES, INCLUDING ANY USE OR RELIANCE ON ANY ENTRUST WAP SERVER CERTIFICATE, EXCEED ONE THOUSAND UNITED STATES DOLLARS (\$1000.00 U.S.) ("CUMULATIVE DAMAGE CAP"). THIS LIMITATION SHALL APPLY ON A PER ENTRUST WAP SERVER CERTIFICATE BASIS REGARDLESS OF THE NUMBER OF TRANSACTIONS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO SUCH ENTRUST WAP SERVER CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO SUCH ENTRUST WAP SERVER CERTIFICATE. THE FOREGOING LIMITATIONS SHALL APPLY TO ANY LIABILITY WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), LEGISLATION OR ANY OTHER THEORY OF LIABILITY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, STATUTORY, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, RELIANCE, OR INCIDENTAL DAMAGES.

IN THE EVENT THAT LIABILITY ARISING OUT OF OR RELATING TO AN ENTRUST WAP SERVER CERTIFICATE OR ANY SERVICES PROVIDED IN RESPECT TO AN ENTRUST WAP SERVER CERTIFICATE EXCEEDS THE CUMULATIVE DAMAGE CAP SET FORTH IN THIS SECTION ABOVE, THE AMOUNTS AVAILABLE UNDER THE CUMULATIVE DAMAGE CAP SHALL BE APPORTIONED FIRST TO THE EARLIEST CLAIMS TO ACHIEVE FINAL DISPUTE RESOLUTION UNLESS OTHERWISE ORDERED BY A COURT OF COMPETENT JURISDICTION. IN NO EVENT SHALL ENTRUST OR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER THE ENTRUST WAP SERVER 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 WAP SERVER CERTIFICATE OR ANY SERVICES PROVIDED IN RESEPCT TO AN ENTRUST WAP SERVER CERTIFICATE REGARDLESS OF APPORTIONMENT AMONG CLAIMANTS.

IN NO EVENT SHALL ENTRUST OR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER THE ENTRUST WAP SERVER CERTIFICATION AUTHORITIES, OR ANY RESELLERS, CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR

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

THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN AND EVEN IF ENTRUST OR ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITY OPERATING UNDER AN ENTRUST WAP SERVER CERTIFICATION AUTHORITY, OR ANY RESELLERS, CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THESE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. THE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS AND THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT AND IN THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT, THE ENTRUST WAP SERVER 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 OF LIABILITY, ENTRUST WOULD NOT ISSUE ENTRUST WAP SERVER CERTIFICATES TO SUBSCRIBERS AND NEITHER ENTRUST NOR ANY ANY INDEPENDENT THIRD-PARTY REGISTRATION AUTHORITIES OPERATING UNDER AN ENTRUST WAP SERVER CERTIFICATION AUTHORITY, NOR ANY RESELLERS, CO-MARKETERS, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING WOULD PROVIDE SERVICES IN RESPECT TO ENTRUST WAP SERVER CERTIFICATES AND THAT THESE PROVISIONS PROVIDE FOR A REASONABLE ALLOCATION OF RISK.

7. Term: This Agreement shall continue for as long as You use the Entrust WAP Server Certificate issued to You, however, it shall terminate if You fail to comply with any of the material terms or conditions of this Agreement or the Entrust WAP Server Certification Practice Statement. This Agreement shall terminate upon expiration of Your Entrust WAP Server Certificate. You must, upon expiration of Your Entrust WAP Server Certificate, or upon termination of this Agreement, cease all use of Your Entrust WAP Server Certificate and remove it from the devices and/or software in which it has been installed. The provisions entitled Disclaimer of Warranties, Limitation of Liability, Term, Severability and those provisions of the Entrust WAP Server

Certification Practice Statement that are designated as surviving termination shall continue in force even after any termination or expiration of this Agreement.

8. Severability: Whenever possible, each provision of this Agreement, the Entrust WAP Server 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 WAP Server Certification Practice Statement, any other Subscription Agreement, 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 WAP Server Certification Practice Statement, any other Subscription Agreements, or any Relying Party Agreements shall not in any way be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect its intent and it shall be reformed without further action to the extent necessary to make such provision valid and enforceable.

FOR GREATER CERTAINTY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EVERY PROVISION OF THIS AGREEMENT, THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT, ANY OTHER SUBSCRIPTION AGREEMENTS OR ANY RELYING PARTY AGREEMENTS THAT DEAL WITH (I) LIMITATION OF LIABILITY OR DAMAGES, OR (II) DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, CONDITIONS, LIABILITIES, OR (III) INDEMNIFICATION, IS EXPRESSLY INTENDED TO BE SEVERABLE FROM ANY OTHER PROVISIONS OF THIS AGREEMENT, THE ENTRUST WAP SERVER CERTIFICATION PRACTICE STATEMENT, ANY OTHER SUBSCRIPTION AGREEMENTS, OR ANY RELYING PARTY AGREEMENTS AND SHALL BE SO INTERPRETED AND ENFORCED.

Last Updated: January 1, 2003