

## ENTRUST SITE-SEAL LICENSE AGREEMENT

**ATTENTION - READ CAREFULLY: THIS ENTRUST SITE-SEAL LICENSE AGREEMENT (THIS "AGREEMENT") IS A LEGAL CONTRACT BETWEEN THE PERSON, ENTITY, OR ORGANIZATION NAMED IN THE CERTIFICATE THAT WAS DELIVERED TOGETHER WITH, OR IN CONNECTION WITH, THE ENTRUST SITE SEAL BY ANY ENTRUST ENTITY ("YOU") AND ENTRUST.**

**BY USING THE ENTRUST SITE-SEAL, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

In consideration of the covenants set forth below, You and Entrust (each a "**Party**" and collectively the "**Parties**") agree as follows:

### **1. DEFINITIONS.**

For purposes of this Agreement, the following terms shall have the following meanings:

(a) "**Affiliates**" means any and all entities controlled by Entrust, Inc. In this context, Entrust "controls" a corporation or other entity if it owns more than fifty percent (50%) of the voting rights for the board of directors or other mechanism of control for such corporation or other entity.

(b) "**CA Third Parties**" means any independent third-party Registration Authorities operating under the Entrust Certification Authorities, and any Resellers, or Co-Marketers, as such terms are defined in the CPS.

(c) "**Certificate**" means the Certificate issued to You pursuant to the Subscription Agreement that You entered into with Entrust (including the CPS incorporated therein), and which refers to this Entrust Site-Seal License Agreement.

(d) "**CPS**" means the applicable certification practice statement described in the Subscription Agreement, as amended from time to time and posted at [www.entrust.net/cps](http://www.entrust.net/cps).

(e) "**Entrust**" means Entrust, Inc., a corporation located at One Lincoln Centre, 5400 LBJ Freeway, Suite 1340, Dallas, Texas 75240, provided You are a resident of the United States. Otherwise, Entrust means Entrust Limited, a corporation located at 1000 Innovation Drive Ottawa, Ontario, Canada, K2K 3E7.

(f) "**Entrust Entities**" means collectively Entrust, Inc. and Affiliates of Entrust, Inc.

(g) "**Entrust Entity**" means Entrust, Inc. or any Affiliate of Entrust, Inc.

(h) "**Entrust Site-Seal**" means the Entrust site-seal, whether unregistered, pending or registered and whether now used or adopted in the future, as identified in the Entrust Site-Seal Logo Usage Guidelines, including any HTML code that any Entrust Entities may provide to You for use in connection with such Entrust site-seal.

(i) "**Entrust Site-Seal Logo Usage Guidelines**" means the requirements set forth in the document entitled "Entrust Site-Seal Logo Usage Guidelines" at [www.entrust.net/cps](http://www.entrust.net/cps) which may be modified by Entrust from time to time and which are included in and form part of this Agreement.

(j) "**Subscription Agreement**" means the Entrust Certificate Services Subscription Agreement posted on the Internet at [www.entrust.net/cps](http://www.entrust.net/cps) pursuant to which You acquired the right to use Your Certificate, and which refers to this Agreement.

(k) "**Term**" means from the date that You agree to the Subscription Agreement until this Agreement is terminated or expires pursuant to Section 6(a).

## 2. LICENSES AND INTELLECTUAL PROPERTY.

(a) Subject to this Agreement and in consideration of Your compliance with this Agreement, Entrust grants to You for the Term a royalty-free, non-exclusive, nontransferable license to use only the Entrust Site-Seal solely on Your Internet web site and solely in connection with Your Certificate; provided, however that the Entrust Site-Seal is used by You specifically as set forth under this Agreement and the Certificate is used by You in accordance with Your Subscription Agreement with Entrust (including the CPS that is incorporated therein). You are granted no other right, title, license to or interest in the Entrust Site-Seal, for any purpose. No right to create modifications or derivatives of the Entrust Site-Seal is granted pursuant to this Agreement.

(b) You acknowledge that Entrust makes no representations regarding Entrust's ability to register the Entrust Site-Seal, or the availability for use in any country of the Entrust Site-Seal.

(c) Subject only to the rights specifically granted to You hereunder, nothing contained in this Agreement shall be construed to limit or restrict, in any way or manner, any right of Entrust to encumber, transfer, license, access, reference, use, or practice the Entrust Site-Seal in any way for any purpose or use, including, without limitation, Entrust's use, licensing, and/or registration of the Entrust Site-Seal anywhere in the world for any purpose.

(d) Entrust reserves the right to alter the Entrust Site-Seal or to replace it with a different logo ("**New Logo**"). In such event, upon notice from Entrust, You shall cease all use of previous versions of the Entrust Site-Seal as quickly as reasonably possible. You agree to use the New Logo supplied by Entrust, provided such New Logo is not confusingly similar with any of Your existing trademarks.

## 3. USE OF THE ENTRUST SITE-SEAL.

(a) You agree to comply with the Entrust Site-Seal Logo Usage Guidelines.

(b) You agree that any representations regarding the Entrust Site-Seal or the Certificate must clearly indicate that they are representations made by You, and not by Entrust.

(c) You agree that wherever the Entrust Site-Seal is displayed, You will also display Your own corporate name and logo, or such other name and logo. You agree to display the Entrust Site-Seal in a size and style less prominent than, and separately from Your or other names, marks or logos. You shall not use the Entrust Site-Seal except in connection with Your Certificate.

(d) You shall legibly display the following trademark legend on a legal notices section of the Web site on which the Entrust Site-Seal appears: "Entrust is a registered trademark of Entrust, Inc. in the United States and in certain other countries. In Canada Entrust is a trademark or registered trademark of Entrust Limited."

(e) You agree not to use the Entrust Site-Seal in any manner which, in Entrust's sole discretion, may diminish or otherwise damage Entrust's reputation or its goodwill in the Entrust Site-Seal, including, but not limited to, uses which would be deemed to be obscene, pornographic, excessively violent or otherwise in poor taste or unlawful, or which are designed to encourage unlawful activities.

(f) You agree that Your use of the Entrust Site-Seal will not be misleading or likely to cause confusion as to whether Your Certificate or Your Web site is sponsored by, endorsed by, or affiliated with Entrust.

(g) Without prejudice to the provisions of section 3(c), the Entrust Site-Seal must appear by itself; it may not be combined with any other graphic or textual elements and may not be used as a design element or part of any other logo or trademark.

(h) Use of the Entrust Site-Seal must include the download of the optimized code that is provided, to ensure that the Entrust Site-Seal is properly displayed.

(i) You may not use the Entrust Site-Seal in connection with any Certificate that is issued or used in violation of any applicable laws, governmental regulations, or Your Subscription Agreement with Entrust (including the CPS that is incorporated therein). You may not use the Entrust Site-Seal in connection with any disparaging statements about Entrust or statements that otherwise reflect poorly on Entrust.

#### **4. PROTECTION OF THE ENTRUST SITE-SEAL.**

(a) You understand and agree that Entrust is the sole owner of all right, title, and interest in and to the Entrust Site-Seal, and all goodwill associated with the Entrust Site-Seal and that all use of the Entrust Site-Seal inures to the benefit of Entrust.

(b) You agree not to challenge Entrust's ownership or use of the Entrust Site-Seal; not to attempt to register any the Entrust Site-Seal, or any mark or logo substantially similar thereto; not to remove, alter, or add to the Entrust Site-Seal; and not to incorporate the Entrust Site-Seal or any of the Entrust Site-Seal into Your trademarks, service marks, company names, domain names, or any other similar designations. Any goodwill arising from Your use of the Entrust Site-Seal is solely for Entrust's benefit and is owned by Entrust.

(c) If, at any time, You acquire any rights in, or trademark registrations or applications for, the Entrust Site-Seal by operation of law or otherwise, You will immediately upon request from Entrust and at no expense to Entrust assign such rights, registrations or applications to Entrust, along with any and all associated goodwill.

#### **5. DISCLAIMER OF WARRANTIES; INDEMNIFICATION; LIMITATION OF LIABILITY.**

(a) **Disclaimer of Warranties.**

**THE ENTRUST SITE-SEAL AND ANY SERVICES PROVIDED IN RESPECT TO THE ENTRUST SITE-SEAL ARE PROVIDED "AS IS", AND NO ENTRUST ENTITIES, CA THIRD PARTIES, 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 THE ENTRUST ENTITIES AND THE CA THIRD PARTIES SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK OF THE USE OF ANY ENTRUST SITE-SEAL OR ANY SERVICES PROVIDED IN RESPECT OF THE ENTRUST SITE-SEAL SHALL BE BORNE SOLELY BY YOU.**

(b) **Your Indemnity.**

You agree to indemnify and to hold the Entrust Entities harmless against any and all third-party actions, claims, losses, demands, damages, liabilities, and expenses, including without limitation reasonable attorneys' fees, incurred and/or suffered by the Entrust Entities, which arise, in whole or in part, out of or in connection with, any breach of this Agreement by You, and/or any act or omission of You, whether negligent or otherwise, and/or arising out of or in connection with the use of the Certificate and/or use of the Entrust Site-Seal in connection with the Certificate or otherwise.

(c) **LIMITATION OF LIABILITY.**

**IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF THE ENTRUST ENTITIES, ANY CA THIRD PARTIES, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING (TO YOU ARISING OUT OF OR RELATING TO ANY ENTRUST SITE-SEAL OR ANY SERVICES PROVIDED IN RESPECT TO SUCH ENTRUST SITE-SEAL, EXCEED FIVE UNITED STATES DOLLARS (\$5.00 U.S.)**

**("CUMULATIVE DAMAGE CAP"). THIS LIMITATION SHALL APPLY REGARDLESS OF THE NUMBER OF TRANSACTIONS, OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO SUCH ENTRUST SITE-SEAL OR ANY SERVICES PROVIDED IN RESPECT TO SUCH ENTRUST SITE-SEAL. 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 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.**

**IN THE EVENT THAT LIABILITY OF THE ENTRUST ENTITIES, ANY CA THIRD PARTIES, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING ARISING OUT OF OR RELATING TO AN ENTRUST SITE-SEAL OR ANY SERVICES PROVIDED IN RESPECT TO AN ENTRUST SITE-SEAL EXCEEDS THE CUMULATIVE DAMAGE CAP SET FORTH IN THIS SECTION ABOVE, THE AMOUNTS AVAILABLE UNDER THE CUMULATIVE DAMAGE CAP SHALL BE APPORTIONED FIRST TO THE EARLIEST CLAIMS TO ACHIEVE FINAL DISPUTE RESOLUTION UNLESS OTHERWISE ORDERED BY A COURT OF COMPETENT JURISDICTION. IN NO EVENT SHALL THE ENTRUST ENTITIES OR ANY CA THIRD PARTIES, 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 SITE-SEAL OR ANY SERVICES PROVIDED IN RESPECT TO AN ENTRUST SITE-SEAL REGARDLESS OF APPORTIONMENT AMONG CLAIMANTS.**

**THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN AND EVEN IF ANY ENTRUST ENTITIES OR ANY CA THIRD PARTIES, 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 CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THESE DISCLAIMERS OF REPRESENTATIONS, WARRANTIES, AND CONDITIONS AND LIMITATIONS OF LIABILITY, ENTRUST WOULD NOT GRANT YOU A LICENSE TO USE THE ENTRUST SITE-SEAL AND NO ENTRUST ENTITIES, CA THIRD PARTIES, OR ANY SUBCONTRACTORS, DISTRIBUTORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS OF ANY OF THE FOREGOING WOULD PROVIDE SERVICES IN RESPECT TO THE ENTRUST SITE-SEAL.**

**THE PARTIES BOTH ACKNOWLEDGE THAT THESE PROVISIONS PROVIDE FOR A REASONABLE ALLOCATION OF RISK.**

## **6. TERM AND TERMINATION; OBLIGATIONS UPON EXPIRATION OR TERMINATION.**

**(a) Term and Termination.** This Agreement shall continue until the earliest of the following dates: (i) the date that You stop using the Entrust Site-Seal; (ii) the date that You fail to use the Entrust Site-Seal in accordance with this Agreement; (iii) the date that Your Subscription Agreement with Entrust (which incorporates the CPS) terminates or expires; and/or (iv) ten (10) days after either Party delivers written notice of its desire to terminate this agreement for convenience (which either Party may do) without any liability (subject to Section 6(c)).

(b) **Obligations Upon Expiration Or Termination.** Upon termination or expiry of this Agreement, the rights granted to You hereunder shall terminate completely. You shall cease all use of the Entrust Site-Seal and remove it from the devices and/or software in which it has been installed.

(c) **Survival.** Sections 5, 6(b) and 6(c) shall survive termination or expiry of this Agreement. Notwithstanding the preceding sentence, termination or expiry of this Agreement shall not limit Entrust's right to pursue any legal remedies for any breach of this Agreement, including immediate court or judicial relief. For the avoidance of doubt, Entrust reserves the right to take action against any misuse or unfair, misleading, diluting, or infringing use of the Entrust Site-Seal.

## 7. GENERAL.

(a) This Agreement is not intended to and shall not create a relationship such as a partnership, franchise, joint venture, agency, or employment relationship. Neither Party may act in a manner which expresses or implies any relationship other than that of licensor and licensee, nor bind the other Party.

(b) Entrust may assign this Agreement or any of its rights or obligations hereunder in any manner. You may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without Entrust's written consent. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties hereto.

(c) Without prejudice to any rights and remedies otherwise available to Entrust, You acknowledge and agree that damages would not be an adequate remedy in the event of an unauthorized use, reproduction or display of the Entrust Site-Seal, and, therefore, that Entrust shall be entitled to relief by way of immediate injunctive or other equitable relief to restrain any such use, reproduction, distribution or disclosure, threatened or actual.

(d) All notices or other communications permitted or required under this Agreement from Entrust, except as set forth in the last sentence of this section below, must be in writing and must be delivered by personal delivery, or facsimile or e-mail transmission or by commercial express courier service postage prepaid, and shall be deemed given upon personal delivery, or five (5) days after deposit in the mail, or upon acknowledgment of receipt of facsimile or e-mail transmission. Notices shall be sent to the address You have given to any of the Entrust Entities or to such other address as either Party may change by notice as provided herein. All notices or other communications permitted or required under this Agreement from You, must be in writing and must be delivered by personal delivery or by commercial express courier service postage prepaid, and shall be deemed given upon personal delivery, or five (5) days after deposit in the mail, and upon acknowledgment of receipt by Entrust. Notices to Entrust shall be sent to the following address: ENTRUST, INC., One Lincoln Centre, 5400 LBJ Freeway, Suite 1340, Dallas, Texas 75001, Attention: Chief Legal Officer; with a copy to: Entrust Limited, 1000 Innovation Drive, Ottawa, Ontario, Canada, K2K 3E7, Attention: Contracts Department. Notice is hereby given regarding revisions related to the Entrust Site-Seal Logo Usage Guidelines, including the Entrust Site-Seal, by posting of such revisions at [www.entrust.net/cps](http://www.entrust.net/cps).

(e) Any waiver of any term or provision of this Agreement, or any delay by any Party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver, nor create an expectation of non-enforcement, of that or any other term, provision or right.

(f) The headings used herein are for convenience only and shall not be considered in the interpretation and construction of this Agreement.

(g) The English language shall control this Agreement in all respects, and any version of this Agreement in any other language shall be for accommodation only and shall not be binding on the Parties to this Agreement. All communications and notices made or given pursuant to this Agreement shall be in the English language.

(h) The Parties to this Agreement agree that they will make good faith efforts to settle any dispute, claim or controversy (a “**Dispute**”) arising out of or related to this Agreement by discussion and negotiation between executive level officers and/or officials of each and to resolve such Dispute within thirty (30) days of written notice to a Party requesting such discussions, provided that nothing shall prevent either Party from availing itself of a judicial proceeding at any time earlier if that Party believes in good faith that injunctive relief is necessary to prevent irreparable, material harm.

(i) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, Canada including any federal laws applicable in such Province, but excluding its choice of law rules. The Parties hereby agree that any dispute regarding the interpretation or validity of, or otherwise arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of the Province of Ontario and the Federal Courts in Canada, and the Parties agree to submit to the personal and exclusive jurisdiction and venue of these courts. The Parties hereby expressly waive any right to a jury trial and agree that any proceeding hereunder shall be tried by a judge without a jury.

(j) If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees, costs and expenses in addition to any other relief to which such prevailing Party may be entitled and which the court shall grant.

(k) The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and the remainder of this Agreement shall continue in full force and effect.

(l) The Parties hereto acknowledge that they have read this Agreement and understand it, and they agree to be bound by all its terms and conditions. They further agree that this Agreement constitutes the full and complete understanding and agreement of the Parties hereto and supersedes all prior or contemporaneous oral or written communications, understandings and agreements. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the Parties thereto.

(m) You agree that the Entrust Entities (excluding Entrust) and the CA Third Parties (including any subcontractors, distributors, agents, suppliers, employees, or directors of such Entrust Entities or CA Third Parties) are third party beneficiaries to Section 5 of this agreement.

**IF YOU DO NOT AGREE TO ALL OF THE TERMS SET FORTH ABOVE, YOU MAY NOT USE ENTRUST SITE-SEAL.**

Last Updated: April 27, 2009