

## **Addendum to the InCommon Federation Participation Agreement**

If you are considering requesting a modification to this document, please read this; it will help you understand our position and ability to consider those requested changes. **This section is not part of the agreement and should be deleted prior to signing the agreement and sending it to InCommon**

InCommon is a consortial organization organized and operated as a Delaware limited liability company whose participants are primarily higher education institutions in the United States. InCommon offers this service as a useful and highly cost-effective service for its participants, with pricing based on our costs for operating the service. We do not generate revenue that would cover the costs of negotiating extensive contract modifications, nor the ability to offer significant additional legal liability protection to only selected participants that we are unable to offer to everyone. We cannot ask some participants to shoulder greater risk than others, nor put the financial integrity of the organization at risk to meet the needs of a small subset of campuses.

Primarily, we have considered changes generated by a campus's legal inability to sign certain terms due to state law. Some campuses, for example, have prohibitions on automatic renewal of agreements and we have been willing to modify those terms. We request that, for such changes, you cite appropriate state law or regulations that justify your request for a change.

We are providing this guidance because, in some instances, campus lawyers or contract personnel have tried to substantially strengthen the terms and conditions to give additional protection to a campus beyond what we can offer everyone. In such cases, we have been unable to come to an agreement.

This document is structured as an addendum to the InCommon Participation Agreement as we require membership in InCommon (and a signed InCommon Participation Agreement) in order to participate in the Certificate Service. This addendum relies on terms and conditions in the parent Participation Agreement, and the Certificate Service relies on the establishment of a campus relationship with InCommon as outlined in the Participation Agreement. Therefore, we cannot entertain requests to structure this addendum as a stand-alone agreement.

However, there is no requirement that InCommon participants implement and participate in the InCommon federated identity management service, nor implement federation software like Shibboleth, prior to implementing the Certificate Service. Certain features of the Certificate Service, such as the ability to offer higher level of assurance client certificates, may require active participation in the federated authentication service.

We strongly encourage all InCommon participants to actively work towards implementation of the federated identity service as there will increasingly be linkages between that service and the Certificate Service as well as other compelling reasons for federated identity management, such as easier access to various Federal government services and other shared community services.

The official addendum starts on the next page.

# Addendum to the InCommon Federation Participation Agreement InCommon Certificate Service Subscription Terms

v. 3 January 2012

These InCommon Certificate Subscription Terms ("Addendum"), dated \_\_\_\_\_, are entered into between InCommon, LLC ("InCommon"), a membership organization wholly owned and operated by Internet2, and \_\_\_\_\_ ("Subscriber"). This Addendum to the InCommon Federation Participation Agreement signed by InCommon and the Subscriber dated \_\_\_\_\_ (the "Participation Agreement") is subject to and incorporates the terms and conditions set forth in the Participation Agreement. In the event of a conflict between the Addendum and the Participation Agreement, the terms of the Addendum shall prevail; however, silence does not create a conflict.

### Subscriber's Carnegie Classified Campuses, Related Offices, and Organizations

| Name of Institution               | Carnegie Basic Classification <sup>1</sup> |
|-----------------------------------|--|
| 1.                                |  |
| 2.                                |  |
| 3.                                |  |
| 4.                                |  |
| 5.                                |  |
| 6.                                |  |
| 7.                                |  |
| 8.                                |  |
| 9.                                |  |
| 10.                               |  |
| <b>Add more rows if necessary</b> |  |

Subscriber wishes to be validated by InCommon as defined below and in the InCommon Certification Practice Statement ("CPS"), and to acquire digital certificate(s) to secure online communication, and InCommon wishes to issue such certificates under this Addendum.

Therefore, in consideration of an annual fee (for which the criteria are located at [www.incommon.org/cert](http://www.incommon.org/cert)) of \$\_\_\_\_\_, which Subscriber commits to pay InCommon for the first year of this Addendum and for two subsequent years (three year total commitment), the parties agree as follows:

#### 1. Subscription Service.

- 1.1. **Request.** When applying for a Certificate, Subscriber's Registrar or Delegated Subscriber Registrar shall submit a certificate request in an electronic form specified by InCommon for each ordered certificate ("Certificate Request"). Forms for Certificate Request are available through the InCommon Certificate Manager software accessible through the InCommon website and must be completed electronically.
- 1.2. **Higher Order Certificate Authority.** InCommon is issuing these certificates under the terms of an agreement between InCommon and Comodo CA Limited, under which any certificates issued under this program are further subject to Comodo's operational Certification Practice Statements ("CPS"s) and its higher order CA roots. As such, Comodo retains the right of

<sup>1</sup> <http://classifications.carnegiefoundation.org/>

final authority as to the adequacy of policies and procedures put in place by InCommon in order to ensure that Comodo's interests in maintaining the trusted status of Comodo certificates is not jeopardized. Comodo has reviewed this Subscriber Addendum, and as of the version date above agrees to the terms and conditions herein and to each CPS under which InCommon operates. However, the policies of the browsers and platforms upon which Comodo's roots are trusted or industry practices and standards may change in the future, which may require Comodo to require that InCommon modify its own intermediate CPSs and/or this Addendum and may necessitate that InCommon require the Subscriber to accept modifications to this Addendum in order to continue to use the subscription service. See section 8.2 for details.

- 1.3. Charge for certificates. In consideration of payment of the annual fee listed above, InCommon agrees to provide to Subscriber an unlimited number of SSL, code signing, extended validation (EV), and end user certificates during the term of this Addendum.
- 1.4. Payment. Subscriber will pay all valid invoices within 60 days after receipt of invoice. Subscriber's invoicing cycle will be aligned to the first day of the month immediately following the effective date of this signed Addendum. InCommon may suspend the ability of Subscriber to issue further certificates for past due accounts until accounts are made current. Initial invoice will be issued immediately upon the signing of this Addendum. Invoices for the second and third years of this Addendum will be issued 30 days prior to anniversary date of this Addendum. Prepayment of all three years of this Addendum is permitted at the Subscriber's option.
- 1.5. Certificate availability. SSL certificates will be available for request and issuance as of the effective date of this Addendum subject to the approval processes below. As additional certificate types become available (e.g., code-signing, end-user certificates), their issuance and management will be covered under this Addendum and the relevant CPS. Certificates will be available for issuance subject to a reasonable delay for InCommon's Registration Authority to validate the authority of the Subscriber to request that certificate(s) be issued for the requested domain(s) and to establish and verify the identity(s) and establish login credentials for up to three (3) Registrars per Subscriber. EV certificates will be available subject to Comodo's separate terms and conditions and CPS.
- 1.6. Certificate validity period. SSL certificates will be issued, at the Subscriber Registrar's option, for a current validity period of 1 year to 3 years, subject to the CA's governing CPS. Signing and encryption certificates, at the Subscriber's option, for a current validity period of 1 year to 5 years, subject to the CA's governing CPS. Extended Validation certificates will be issued, at the Subscriber Registrar's option, for a current validity period of 1 year to 2 years, subject to Comodo's separate terms and conditions and CPS. Assuming that all other terms and conditions of this Addendum remain current and in force, certificate validity periods are not altered by termination of this Addendum and all services required to enable such certificates to operate properly will remain operable for the duration of the certificate's initially established validity period. Subscriber's conformance to the rules and responsibilities of the governing CPS survive this Addendum until the expiration or revocation of all issued certificates. However, see conditions for revocation in section 3.
- 1.7. Validation. InCommon must establish to InCommon's satisfaction sufficient proof of identity in the Subscriber organization and its official agents and may also attempt to validate any information provided in the Subscriber's certificate request form in accordance with each InCommon CPS. If InCommon chooses to accept the Subscriber and its agents, and Subscriber's Certificate Request and can validate the information to InCommon's satisfaction, InCommon shall issue the ordered Certificate(s) to Subscriber. InCommon may reject any Certificate Request and refuse to issue any ordered Certificate in InCommon's sole discretion but will not do so without notifying Subscriber of the reason for InCommon's rejection, and such approval will not be unreasonably withheld. This Addendum applies to multiple future Certificate Requests and any resulting Certificates, regardless of when the Certificate is requested or issued. InCommon may elect to allow certificates to be issued based on

validation information provided on previous certificate requests, but may require re-validation at any time in order to meet then current criteria in the relevant CPS.

- 1.8. Appointment of Registrars. Subscriber authorizes its Participant Executive Contact listed in section 18 of the Participation Agreement (or its currently authorized replacement on file with InCommon) to be responsible for the notice to InCommon and appointment of Subscriber's Registrars who are authorized to administer the certificate management duties on behalf of Subscriber. Subscriber Registrars may use the certificate manager system (web-based software or API) provided by InCommon to create and destroy additional accounts to appoint Subscriber Delegated Registrars authorized by Subscriber and subject to the processes outlined in the relevant InCommon CPS to request and receive Certificates asserting domains for which the Subscriber has offered sufficient proof of ownership and control. Subscriber accepts full and complete responsibility for the actions of all Subscriber Registrars and Subscriber Delegated Registrars that access the certificate manager system, whether provisioned by InCommon or by its own registrars who delegate administrative capabilities to others.
- 1.9. Revocation of Appointment. Subscriber may revoke the authority of its individual Registrars by using the delegation features in the certificate manager system or by sending other notice to InCommon of the revocation. Such revocation is effective upon InCommon's receipt of the notice and subsequent validation of the communication from Subscriber's authorized Executive or Subscriber Registrars.
- 1.10. TrustLogos. InCommon grants Subscriber through this Addendum and InCommon's agreement with Comodo a license to display InCommon and Comodo TrustLogos on domain(s) secured by an InCommon-Comodo-rooted Certificate. When revoking a Certificate, InCommon may also revoke any TrustLogos issued to the same site. Subscriber shall not modify a TrustLogo in any manner. Subscriber shall not display or use a TrustLogo 1) to represent that Comodo or InCommon guarantees any non-Comodo products or services, 2) on a site that is misleading or otherwise objectionable to Comodo or InCommon, or found to be defamatory, libelous, disparaging, obscene by a court of competent jurisdiction, or 3) in a way that harms Comodo's or InCommon's rights to its trademarks or harms Comodo's or InCommon's business reputation.
- 1.11. Subscriber Obligations. Subscriber shall:
  - (i) use the Certificates only for the purposes listed in the InCommon CPS;
  - (ii) use the EV Certificates only for the purposes listed in the Comodo CPS;
  - (iii) review each certificate request and each issued Certificate's information for accuracy and completeness prior to requesting, installing and using the Certificate;
  - (iv) only install an issued Certificate on the servers accessible at the domain name(s) listed in the Certificate and only use an issued Certificate for authorized business of the Subscriber;
  - (v) be responsible for any computer hardware, telecommunications hardware, and software necessary to use the Certificate;
  - (vi) obtain and maintain any authorization or license necessary to use the Certificate;
  - (vii) bind each Relying Party to InCommon's Relying Party Agreement (available in InCommon's Certificate Repository: [www.incommon.org/cert/repository](http://www.incommon.org/cert/repository)) by posting notice to this effect on Subscriber's website;
  - (viii) keep Confidential Information confidential and uncompromised, and immediately inform InCommon and request revocation of any affected Certificates if Subscriber reasonably believes that Confidential Information has been disclosed or compromised;
  - (ix) ensure that all information provided to InCommon is complete and accurate and does not include any information that would be unlawful or otherwise likely to damage the business or reputation of InCommon or Comodo;

- (x) immediately cease using any InCommon-issued Certificates and associated Private Keys if any of the following occur 1) a relevant Private Key is compromised, 2) a Certificate expires (SSL only) or is revoked;
- (xi) immediately cease issuing InCommon Certificates if this Addendum is terminated or expires;
- (xii) immediately notify InCommon of 1) any breach of these Addendum Terms or 2) any information provided to InCommon that changes, ceases to be accurate, or becomes inconsistent with the warranties made by Subscriber herein; and
- (xiii) comply with all applicable local and international laws when receiving or using a Certificate, including all export laws. Subscriber shall not export or re-export, either directly or indirectly, any Certificate's Private Key to a country or entity under United Kingdom or United States restrictions. SUBSCRIBER ASSUMES ALL LIABILITY FOR ITS VIOLATION OF EXPORT LAWS.

1.12. **Restrictions.** Subscriber shall not:

- (i) impersonate or misrepresent Subscriber's affiliation with any entity;
- (ii) modify, license, or create a derivative work of, or transfer the ownership of any Certificate (except as required to use the Certificate) or Private Key to another legal entity;
- (iii) use any InCommon-signed cert to distribute any files or software that may damage the operation of another's computer;
- (iv) use the Certificates and/or EV Certificates with any on-line control equipment in hazardous environments requiring fail-safe performance where the failure of the Certificates and/or EV Certificates could lead directly to death, personal injury or severe physical or environmental damage;
- (v) use the Certificates and/or EV Certificates to 1) engage in conduct that is illegal, 2) breach any legally enforceable confidence of a third party, 3) infringe on the intellectual property rights of a third party, 4) cause InCommon or Comodo or a third party denial of any service, or disruption, 5) send or receive unsolicited bulk correspondence or 6) create a Private Key that is substantially similar to an InCommon or Comodo or third party's Private Key; or
- (vi) make false representations regarding the Certificates to any third party.

1.13. **Notice of Non-Compliance.** Before InCommon or Comodo acts to restrict Subscriber's rights under this Addendum or to terminate this Addendum for cause, Subscriber will be sent Notice of non-compliance. Subscriber shall be provided a reasonable opportunity to correct any behavior listed above and to bring its systems and/or processes into conformance with this Addendum.

1.14. **Price Protection.** If InCommon lowers the prices it charges Subscribers for this service, the new pricing shall immediately be granted to existing signed agreements, pro-rated to the date of the price change as published on the InCommon website. InCommon will credit the Subscriber's account against fees due for subsequent payments.

**2. Warranties and Representations.** Subscriber warrants that:

- (i) Subscriber has administrative control of the domain name(s) listed in InCommon issued Certificates;
- (ii) it has full power and authority to enter into this Addendum and perform its obligations hereunder;
- (iii) the individual executing this Addendum on behalf of Subscriber is expressly authorized by Subscriber to do so.

**3. Revocation.**

3.1. InCommon may revoke a Certificate if InCommon believes that:

- (i) Subscriber requests revocation of the Certificate or did not authorize the Certificate's issuance;
- (ii) Subscriber breaches this Addendum;
- (iii) Confidential Information related to the Certificate is disclosed or compromised;
- (iv) the Certificate is 1) used contrary to law, rule, or regulation or 2) used, directly or indirectly, for illegal or fraudulent purposes;
- (v) information in the Certificate is inaccurate or misleading,
- (vi) Subscriber loses administrative control over a domain name listed in the Certificate;
- (vii) the Certificate was not issued or used in accordance with InCommon's CPS;
- (viii) InCommon 1) ceases operations or 2) is no longer allowed to issue the Certificate, and no other certificate authority has agreed to provide revocation support for the Certificate;
- (ix) Subscriber is added as a denied party or prohibited person to a government blacklist, or is operating from a prohibited destination under the laws of InCommon's or Comodo's jurisdiction of operation;
- (x) the Certificate was issued to publishers of malicious software;
- (xi) the CPS authorizes revocation of the Certificate;
- (xii) the Certificate, if not revoked, will compromise the trust status of InCommon or Comodo.

3.2. **In addition, Subscriber understands that Comodo may revoke the InCommon intermediary certificates if**

- (i) InCommon is in breach of its agreement;
- (ii) InCommon acquires and deploys an alternate Authority Certificate or chooses to release from escrow its intermediary certificate private keys;
- (iii) InCommon fails to meet any changes to the requirements of its CPS as obligated by any changes to industry standards such as Web Trust audit requirements
- (iv) Comodo has reasonable grounds to believe the Intermediary Certificate has been compromised; or
- (v) if InCommon's license to use the Intermediary Certificate has been revoked or terminated under this Addendum and InCommon continues to use the Intermediary Certificate.

**4. Intellectual Property Rights.**

4.1. Comodo IP Rights. InCommon issues Certificates under the terms and conditions of an agreement with Comodo. Comodo retains, and Subscriber shall not obtain or claim, all title, interest, and ownership rights in:

- (i) the services and products provided by Comodo, including issued Certificates,
- (ii) all copies or derivative works of Comodo's services and products, regardless of who produced, requested, or suggested the copy or derivative work,
- (iii) documentation, software, and other supporting materials provided by Comodo, and
- (iv) Comodo's copyrights, patent rights, trademarks, trade secret rights and other proprietary rights.

4.2. Trademarks. Subscriber shall not use a Comodo trademark without Comodo's consent. Subscriber and InCommon agree not to use each other's trademarks without the other's consent. Notwithstanding the above, Comodo and InCommon consent to use of trademarks to display issued TrustLogos.

**5. Term and Termination.**

5.1. Term. Unless otherwise terminated as provided herein, this Addendum is effective upon the effective date and shall continue for a period of three (3) years ("Addendum Term"). If

Subscriber or InCommon chooses to terminate its InCommon Participation as defined in the Participation Agreement, this Subscriber Addendum will continue to remain effective over the current Addendum Term along with any necessary provisions in the Participation Agreement. Subscriber will not be able to renew its subscription in InCommon certificate services unless Subscriber is an active InCommon Participant. Specific terms and conditions in this Addendum that cover appropriate use of Certificates already issued shall remain effective for as long as a Certificate remains valid even if they extend beyond the Addendum Term.

- 5.2. Renewal. This Addendum will automatically renew for successive, additional three-year terms (each a “renewal term”), except and/or until as set forth in the remainder of this paragraph. This Addendum will terminate at the end of the initial three-year term or the then-current renewal term (the “then-current three-year term”), as the case may be, if either party gives the other party written notice of termination of this Addendum at least 90 days prior to the expiration of the then-current three-year term or within 60 days from the due date of the first invoice for the then-upcoming renewal term, whichever is later. In addition, if Subscriber does not pay to InCommon the full amount owed for the first invoice for the then-upcoming renewal term within 60 days from the due date of the invoice, this Addendum shall also terminate and shall not renew.

For each renewal term, the then-current fee schedule as then published on the InCommon website will apply to determine the amount of the annual and other payments that must be made by Subscriber to InCommon each year during such renewal term. For each renewal term, payment of the first invoice for such renewal term shall be deemed to confirm Subscriber’s acceptance of the renewal of this Addendum for such renewal term at the then-current annual fees and other charges.

- 5.3. Cessation of Services. InCommon shall notify Subscriber if it elects to discontinue operation of the Certificate Service no later than ninety (90) days prior to such discontinuation. Comodo may cease InCommon’s operations immediately for: material breach of contract, violation of its duties or license, failing to follow its CPS, or files for bankruptcy, or if Comodo is no longer allowed to issue certificates due to law, regulation, or changes in industry standards.

- 5.4. Termination. Over and above InCommon’s or Subscriber’s right to terminate InCommon Participation as set forth in the Participation Agreement, InCommon may immediately terminate this Addendum without notice in the event that

- (i) Subscriber materially breaches this Addendum,
- (ii) InCommon, after reasonable attempts to resolve any issues, cannot satisfactorily validate Subscriber in accordance with section 1.7, or
- (iii) if modifications to this Addendum are required as specified under section 8.2 and Subscriber is unable or unwilling to agree to such modifications.
- (iv) If Subscriber is located in a state or municipality that requires any multi-year agreement to contain terms for cancellation in the event that expected funds are not allocated or made available to Subscriber, this Addendum shall allow for such termination in the event that Subscriber notifies InCommon within 30 days notice of such a non-funding event.

- 5.5. Events Upon Termination. Upon termination under the terms of Section 5.4 (i and iv), Subscriber shall pay any amounts still owed and invoiced and InCommon may revoke and Subscriber will cease using all Certificates issued under this Addendum. InCommon is not obligated to refund any payment made by Subscriber for cause or voluntary termination or due to unavailability of expected funding.

Upon termination under Section 5.4 (iii) and assuming all previously issued invoices are paid and accounts current, certificates issued prior to termination will remain valid for the remainder of their validity period under the conditions described in section 1.6, but no new certificates may be requested or issued.

InCommon will, under Section 5.3 or 5.4 (ii), pro-rate a refund of fees paid based on date of

termination, the amount already paid toward Subscriber's three-year commitment, and the number of days remaining in the period of this addendum.

## **6. Disclaimers and Limitation of Liability.**

- 6.1. Exclusions of Warranties. Section 11 of the Participation Agreement shall extend and inure to the benefit of Comodo as a third party beneficiary to this Addendum. The limitations of warranties, liability and damages shall apply to the maximum extent permitted by law regardless of: (i) the reason for or nature of the liability, including tort claims, (ii) the number of any claims, (iii) the extent or nature of the damages, and (iv) whether any other provisions of this Addendum have been breached or proven ineffective.

## **7. Remedy**

- 7.1. Injunctive Relief. Subscriber acknowledges that its breach of this Addendum will result in irreparable harm to InCommon and Comodo that cannot adequately be redressed by compensatory damages. Accordingly, in addition to any other legal remedies that may be available, InCommon and/or Comodo may seek an injunctive order against a breach or threatened breach of the Addendum.
- 7.2. Limitation on Actions. Except for actions and claims related to a party's confidentiality obligations, all claims and actions arising from this Addendum must be brought within one year from the date when the cause of action occurred.
- 7.3. Remedy. Subscriber's sole remedy for a defect in a Certificate is to have InCommon and/or Comodo use reasonable efforts to correct the defect. Neither InCommon nor Comodo are obligated to correct a defect if (i) the Certificate was misused, damaged, or modified, (ii) Subscriber did not promptly report the defect to InCommon, or (iii) Subscriber breached any provision of this Addendum.

## **8. Miscellaneous**

- 8.1. Entire Agreement. This Addendum, along with the Participation Agreement, is the entire agreement between the parties, superseding all other agreements that may exist with respect to the subject matter. Section headings are for reference and convenience only and are not part of the interpretation of the Addendum.
- 8.2. Modifications. If the policies of the browsers and platforms upon which Comodo's roots are trusted or industry standards change such that it becomes necessary for Comodo to require that InCommon amend this Subscriber Addendum, then InCommon will provide Subscriber with no less than seven (7) days notice of the change. Amendments are effective 7 days after InCommon has notified the Subscriber and are effective with respect to any certificates issued after the date of any such amendments. This Addendum may be modified under the provisions as defined in the Participation Agreement, "Modification" section. If within 7 days of receiving any modification notice from InCommon, Subscriber elects not to accept the revised Addendum, this Addendum shall terminate on the date InCommon receives Subscriber's notice.
- 8.3. Waiver. A party's failure to enforce a provision of this Addendum does not waive the party's right to enforce the same provision later or right to enforce any other provision of this Addendum. To be effective, all waivers must be both in writing and signed by the party benefiting from the waived provision.
- 8.4. Rights of Third Parties. The Certificate Beneficiaries and Comodo are express third party beneficiaries of Subscriber's obligations and warranties in this Addendum.

## **9. Definitions**

- 9.1. **"Blacklist"** means a U.S. government list of restricted or denied entities, such as those listed in §10.11.2(2) of the CA/Browser Forum's "Guidelines for the Issuance and Management of Extended Validation Certificates." InCommon may or may not implement use of blacklists.
- 9.2. **"Certificate"** means Certificates that can (i) encrypt, (ii) add a Digital Signature to digital objects by a Subscriber or its employees, agents, or contractors and/or (iii) can be used by employees, agents, or contractors of Subscriber to authenticate access to secure physical or digital facilities.
- 9.3. **"Consent"** means written consent delivered by email or postal mail.
- 9.4. **"CPS"** refers to one of several documents providing the framework under which InCommon's Certificates are created, issued, managed and used.
- 9.5. **"Delegated Subscriber Registrar"** means individuals whom the Subscriber Registrar delegates and gives either all or limited authorization rights and access to the InCommon-Comodo certificate manager system for Subscriber certificate lifecycle management.
- 9.6. **"Digital Signature"** means an encrypted electronic data file which is attached to or logically associated with other electronic data and which identifies and is uniquely linked to the signatory of the electronic data, is created using the signatory's Private Key and is linked in a way so as to make any subsequent changes to the electronic data detectable.
- 9.7. **"EV Certificate"** means a Certificate that is signed by the Comodo extended validation root certificate and that has been issued in accordance with the EV Guidelines.
- 9.8. **"EV Guidelines"** refers to the official, adopted guidelines established by the CA/Browser Forum that set forth certain minimum requirements that a certificate authority must meet in order to issue EV Certificates, and which are available online at <http://www.cabforum.org>.
- 9.9. **"Master Registrar"** - individuals within InCommon's Registration Authority.
- 9.10. **"Notice"** means written electronic or postal mail delivered to the points of contact listed in the Participation Agreement.
- 9.11. **"Private Key"** means the key of a Key Pair that is kept secret by the holder of the Key Pair, and that is used to create Digital Signatures and/or to decrypt electronic records or files that were encrypted with the corresponding Public Key.
- 9.12. **"Registrar"** means an individual who may request, approve, issue, and manage certificates and certificate information using the InCommon-Comodo certificate manager system, including a Registration Authority person, in accordance with the relevant InCommon CPS.
- 9.13. **"Registration Authority"** - the InCommon office that, as described in each InCommon CPS, vets and approves Subscriber Internet domains and officially authorized Subscriber Registrars who are given delegated responsibility over the Subscriber's certificate lifecycle management.
- 9.14. **"Relying Party"** means an entity that acts in reliance on a Certificate or a Digital Signature.
- 9.15. **"Relying Party Agreement"** refers to an Agreement located on the InCommon Repository that governs a Relying Party's use of the Certificate when transacting business with the Subscriber's website.
- 9.16. **"Relying Party Warranty"** refers to a warranty offered by InCommon to a Relying Party under the terms and conditions found in the InCommon Relying Party Agreement in connection with the Relying Party's use of a Certificate.
- 9.17. **"Repository"** means a publicly available collection of information and databases relating to InCommon's Certificate practices and which is available at <https://www.incommon.org/cert/repository>.
- 9.18. **"Services"** means the Certificates ordered hereunder along with any related TrustLogos, software, and documentation.
- 9.19. **"Subscriber Registrar"** means a Subscriber's officially authorized administrator that InCommon id-proofs and grants access to the InCommon-Comodo certificate manager system and who complies with InCommon's CPSs when managing the Subscriber's certificate lifecycle.
- 9.20. **"TrustLogo"** means a logo provided by InCommon and/or Comodo for use on a Subscriber's site in connection with an issued Certificate.

## 10. Signatures

The parties are signing this Addendum as of the date listed in the introductory paragraph.

**InCommon**

**Subscriber**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

Review Copy