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. 10 June 2021

This Addendum to the InCommon Federation Participation Agreement-InCommon Certificate Subscription Terms ("Addendum"), dated _____ ("Effective Date"), is entered into between InCommon, LLC ("InCommon"), a membership organization wholly owned and operated by Internet2, and _____ ("Subscriber"). This Addendum is subject to and incorporates the terms and conditions set forth in the InCommon Federation Participation Agreement signed by InCommon and the Subscriber dated _____ ("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[1]
1.	
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Add more rows if necessary	

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) 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. <u>Request</u>. When applying for a Certificate, the Subscriber 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. <u>Higher Order Certification Authority</u>. InCommon is issuing these certificates under the terms of an agreement between InCommon and Sectigo Limited (formally Comodo CA Limited) ("Sectigo"), under which any certificates issued under this program are further subject to Sectigo's operational CPSs and its higher order Certification Authority ("CA") roots. As such,

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[1] https://carnegieclassifications.iu.edu/

Sectigo retains the right of final authority as to the adequacy of policies and procedures put in place by InCommon in order to ensure that Sectigo's interest in maintaining the trusted status of Sectigo certificates is not jeopardized. Sectigo 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 Sectigo's roots are trusted or industry practices and standards may change in the future, which may require Sectigo 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. 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 invoices within sixty (60) days after receipt of invoice. InCommon may suspend the ability of Subscriber to issue further certificates for past due accounts until accounts are made current. The 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 at least thirty (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 the 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 Sectigo'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 one (1) to three (3) years, subject to the CA's governing CPS. Signing and encryption certificates will be issued, at the Subscriber's option, for a current validity period of one (1) to five (5) years, subject to the CA's governing CPS. EV certificates will be issued, at the Subscriber Registrar's option, for a current validity period of one (1) to two (2) years, subject to Sectigo'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. See conditions for revocation in section 3.

1.7. Validation. Subject to its sole discretion and satisfaction, InCommon must establish sufficient proof of identity in the Subscriber organization and its official agents and also may 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 its own 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 the 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. <u>Appointment of Registrars.</u> Subscriber authorizes its Participant Executive Contact listed in 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 (i) to create and destroy additional accounts; (ii) to appoint Subscriber Delegated Registrars authorized by Subscriber; and (iii) 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. <u>Revocation of Appointment</u>. 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 Participant Executive Contact or Subscriber Registrars.

1.10. <u>TrustLogos.</u> InCommon grants Subscriber through this Addendum and InCommon's agreement with Sectigo a license to display InCommon and Sectigo TrustLogos on a domain(s) secured by an InCommon-Sectigo-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 (i) to represent that Sectigo or InCommon guarantees any non-Sectigo products or services, (ii) on a site that is misleading or otherwise objectionable to Sectigo or InCommon, or found to be defamatory, libelous, disparaging, or obscene by a court of competent jurisdiction, or (iii) in a way that harms Sectigo's or InCommon's rights to its trademarks or harms Sectigo's or InCommon's business reputation.

1.11. <u>Subscriber Obligations</u>. 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 Sectigo 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) by posting notice to this effect on Subscriber's website;

(viii) keep Private Keys confidential and uncompromised, and immediately inform InCommon and request revocation of any affected Certificates if Subscriber reasonably believes that Private Keys have 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 Sectigo;

(x) immediately cease using any InCommon-issued Certificates and associated Private Keys if (1) a relevant Private Key is compromised or (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 this Addendum 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.   <u>Restrictions</u>. 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 certificate 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 Sectigo 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 Sectigo or third party's Private Key; or

(vi)   make false representations regarding a Certificate to any third party.

1.13.   <u>Notice of Non-Compliance</u>. Before InCommon or Sectigo 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.   <u>Price Protection</u>. 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)   Subscriber has full power and authority to enter into this Addendum and perform its obligations hereunder; and

(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 ceases operations or is no longer allowed to issue Certificates and no other certificate authority has agreed to provide revocation support for the Certificates. Additionally, InCommon may revoke a Certificate if InCommon believes that**:**

	(i)	Subscriber requested revocation of the Certificate or did not authorize the Certificate's issuance;
	(ii)	Subscriber breached 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 lost 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)	Subscriber is added as a denied party or prohibited person to a government list, or is operating from a prohibited destination under the laws of InCommon's or Sectigo's jurisdiction of operation;
	(ix)	the Certificate was issued to publishers of malicious software;
	(x)	the CPS authorized revocation of the Certificate; or
	(xi)	the Certificate, if not revoked, will compromise the trust status of InCommon or Sectigo.

3.2. Subscriber understands that Sectigo 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) Sectigo has reasonable grounds to believe the intermediary certificate has been compromised; or

(v) 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. <u>Sectigo IP Rights</u>. InCommon issues Certificates under the terms and conditions of an agreement with Sectigo. Sectigo retains, and Subscriber shall not obtain or claim, all title, interest, and ownership rights in:

(i) the services and products provided by Sectigo, including issued Certificates;

(ii) all copies or derivative works of Sectigo'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 Sectigo; and

(iv) Sectigo's copyrights, patent rights, trademarks, trade secret rights and other proprietary rights.

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

5. Term and Termination.

5.1. <u>Term</u>. Unless otherwise terminated as provided herein, this Addendum is effective upon the Effective Date and shall continue for a period of three (3) years ("Initial Term"). This Addendum will automatically renew for successive, additional three (3) year terms (each a "Renewal Term"), except and/or until as set forth in the remainder of this section (Initial Term

and each Renewal Term are an "Addendum Term"). This Addendum will terminate at the end of the then-current Addendum Term if either party gives the other party written notice of termination at least ninety (90) days prior to the expiration of the then-current Addendum Term or within sixty (60) days from the due date of the invoice for the then-upcoming Addendum Term, whichever is later. In addition, if Subscriber does not pay the full amount owed for the then-upcoming Addendum Term within sixty (60) days from the due date of the invoice, this Addendum also shall terminate and shall not renew.

Further, if Subscriber's Participation Agreement terminates, this 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 Term Fees. Annual fees and other charges for each Renewal Term will be published on the InCommon website. 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. Sectigo may cease InCommon's operations immediately for InCommon's (i) material breach of contract, (ii) violation of its duties or license, (iii) failing to follow its CPS, or (iv) filing for bankruptcy, or if Sectigo is no longer allowed to issue certificates due to law, regulation, or changes in industry standards.

5.4.   Termination. 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;

   (iii)   modifications to this Addendum are required as specified under section 8.2 and Subscriber is unable or unwilling to agree to such modifications; or

   (iv)   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, and Subscriber notifies InCommon within thirty (30) days 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 are 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 sections 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 then-current Addendum Term, and the number of days remaining in such Addendum Term.

6. Disclaimers and Limitation of Liability.

6.1. <u>Exclusions of Warranties</u>. Section 11 of the Participation Agreement shall extend and inure to the benefit of Sectigo 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. <u>Injunctive Relief</u>. Subscriber acknowledges that its breach of this Addendum may result in irreparable harm to InCommon and Sectigo that cannot adequately be redressed by compensatory damages. Accordingly, in addition to any other legal remedies that may be available, InCommon and/or Sectigo may seek an injunctive order against a breach or threatened breach of this Addendum.

7.2. <u>Limitation on Actions</u>. 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. <u>Remedy</u>. Subscriber's sole remedy for a defect in a Certificate is to have InCommon and/or Sectigo use reasonable efforts to correct the defect. Neither InCommon nor Sectigo 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. <u>Entire Agreement</u>. 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. In no event shall preprinted terms or conditions found on any purchase order or similar document issued by or on behalf of Subscriber be considered part of, or an amendment or modification to, this Addendum. Section headings are for reference and convenience only and are not part of the interpretation of this Addendum. For clarity purposes, the opening clauses are incorporated into and are made a part of this Addendum.

8.2. <u>Modifications</u>. If the policies of the browsers and platforms upon which Sectigo's roots are trusted or industry standards change such that it becomes necessary for Sectigo to require that InCommon amend this Addendum, then InCommon will provide Subscriber with no less than seven (7) days notice of the change. Amendments are effective seven (7) days after InCommon has notified the Subscriber and are effective with respect to any Certificates issued after the date of any such amendments. If within seven (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. Further, this Addendum also may be modified as provided for under the "Modification" section of the Participation Agreement.

8.3. <u>Waiver</u>. 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 parties.

8.4. <u>Rights of Third Parties</u>. The Certificate Beneficiaries and Sectigo are express third party beneficiaries of Subscriber's obligations and warranties in this Addendum.

9. Definitions

9.1. **"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) be used by

employees, agents, or contractors of Subscriber to authenticate access to secure physical or digital facilities.

9.2. **"Certificate Service(s)"** means the ability to manage the full lifecycle of Certificates ordered hereunder along with any related TrustLogos, software, and documentation.

9.3. **"Certification Practice Statement"** or **"CPS"** refers to one of several documents providing the framework under which InCommon's Certificates are created, issued, managed and used.

9.4. **"Consent"** means written consent delivered by email or postal mail.

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-Sectigo 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 Sectigo 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. **"Key Pair"** means a public key and its associated private key.

9.10. "**Master Registrar**" means individuals within InCommon's Registration Authority.

9.11. **"Notice"** means written electronic or postal mail delivered to the points of contact listed in the Participation Agreement.

9.12. **"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.

9.13. **"Public Key"** means the key of a Key Pair that may be publicly disclosed by the holder of the corresponding Private Key and that is used by a Relying Party to verify Digital Signatures created with the holder's corresponding Private Key and/or to encrypt messages so that they can be decrypted only with the holder's corresponding Private Key.

9.14. **"Registrar"** means an individual who may request, approve, issue, and manage certificates and certificate information using the InCommon-Sectigo certificate manager system in accordance with the relevant InCommon CPS.

9.15. "**Registration Authority**" means 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.

9.16. **"Relying Party"** means an entity that acts in reliance on a Certificate or a Digital Signature.

9.17. "**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.

9.18. **"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.

9.19. **"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.

9.20. "**Subscriber Registrar**" means a Subscriber's officially authorized administrator that InCommon ID-proofs and grants access to the InCommon-Sectigo certificate manager

system and who complies with InCommon's CPSs when managing the Subscriber's certificate lifecycle.

9.21.   **"TrustLogo"** means a logo provided by InCommon and/or Sectigo for use on a Subscriber's site in connection with an issued Certificate.

The parties are signing this Addendum as of the Effective Date.

InCommon

Subscriber

Signature

Signature

Name

Name

Title

Title