

OISTE WISEKey Root CA Certificate Embedding Agreement

THIS IS A LICENSING AGREEMENT THAT ENABLES THE PERSON CONSENTING TO IT (HEREINAFTER “LICENSEE”) TO INCORPORATE, EMBED, INTEGRATE OR IN ANY WAY INCLUDE (“EMBED”) THE WISEKEY ROOT CA CERTIFICATE (“ROOT CERTIFICATE”) IN ANY SOFTWARE OR HARDWARE SUBJECT TO THE TERMS AND CONDITIONS STIPULATED HEREIN.

CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT IS INDICATED BY SIGNING THE OISTE WISEKEY ROOT CA CERTIFICATE IN ANY SOFTWARE OR HARDWARE AND NOTIFYING WISEKEY OF SUCH EMBEDDING TO THE ADDRESS PROVIDED BELOW.

Definitions & Incorporation by Reference

The definitions contained in the WISEKey Root CA CPS Glossary Appendix shall apply to this Agreement (available at <http://www.wisekey.com/repository/>).

The OISTE WISEKey Root CA Certification Practice Statement is incorporated herein by reference.

1. **Warranties to Licensee:** WISEKey hereby warrants to Licensee who have complied with their obligations under this agreement that:
 - 1.1 it complies with its Certification Practice Statement in the provision of its certification services;
 - 1.2 that the Root Cryptographic Key it uses to operate the Root CA and provide Root certification services has not been compromised and that the information contained in the certificates it issues is not known by WISEKey to be false.

WISEKEY ASSUMES NO OTHER WARRANTIES OR OBLIGATIONS UNDER THIS AGREEMENT.

2. **Licensee’s Obligations:** Upon consenting to this agreement, the Licensee undertakes to observe the following obligations:
 - 2.1 Embed the Root Certificate in accordance with widely adopted industry best practices and/or widely used Root Certificate Stores. .
 - 2.2 Take account of any limitations on the usage and financial reliance limits of the certificate indicated in the OISTE WISEKey Root CA CPS;
 - 2.3 Securely obtain a copy of the Root Certificate
3. **Usage Limitations:** The Root Certificate is not intended to be used in an environment requiring zero-risk, fail-safe or similar operations. WISEKey hereby disclaims any express or implied warranties and representations for use of the Root Certificate under such conditions.
4. **Intellectual Property Rights:** Upon consenting to this Agreement, Licensee is granted a non-exclusive, non-transferable, irrevocable license to copy and use the OISTE WISEKey Root CA certificate for the purpose of embedding the Root Certificate into its software and/or hardware. All Intellectual Property Rights including copyright in all certificates, certificate revocation lists, OCSP certificate status messages, certificate directories and, unless otherwise explicitly provided for, all practices, policies, operational and security documents concerning the WISEKey PKI (electronic or otherwise) as well as agreements, belong to and will remain the property of WISEKey. This license explicitly excludes any modification, creation of derivative works, renting, leasing, or transfer by the Licensee or a third party, whether done manually, by electronic means or other direct or indirect method, such as software performing any such acts.
5. **Liability Limits:** The disclaimers and liability clauses of the OISTE WISEKey Root CA Certification Practice Statement apply to this Agreement.
6. **Applicable Law:** This agreement shall be governed and interpreted in accordance with the laws of Switzerland and the parties consent to the exclusive jurisdiction of the Swiss courts.

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