

**United States Patent and Trademark Office**  
**Public Key Infrastructure**  
**Subscriber Agreement (version 1 December 1999)**

I request the United States Patent and Trademark Office (PTO) issue me a set of public key certificates (a digital signing certificate and a confidentiality certificate)<sup>1</sup> in accordance with conditions stated herein. I have read and signed the Certificate Action Form [PTO Form-2042] requesting issuance of public key certificates to me for doing business with the PTO.

I agree that my use and reliance on the PTO public key certificates is subject to the terms and conditions set out below. By signing the Certificate Action Form [PTO Form-2042] I agree to the terms of this Subscriber Agreement [version 1] and to the rules and policies of the PTO.

**1. Identification Information**

- a) I agree that the information I submit, as corrected or updated by me periodically, is true and complete.
- b) If any of the information contained in the Certificate Action Form [PTO Form-2042] changes, I agree to update my information within 10 working days via written communication sent to Box EBC, US Patent and Trademark Office, Washington DC 20231. This includes loss of right to access a given customer number.

**2. Protection of Keys**

The PTO will not have a copy of my private key corresponding to the public key contained in the digital signing certificate. I understand that the password I establish in my client software is my responsibility and that the password is unknown to the PTO. Further, there is no mechanism for the PTO to find the password. In the event of a lost password, as in the event of the loss of my private key(s), the PTO can, at my request, recover only the private key corresponding to the public key contained in the confidentiality certificate and authorize the generation of a new digital signing public/private key pair.

- a) I agree to keep all password and private key(s) confidential, and to take all reasonable measures to prevent the loss, unauthorized disclosure, modification or use of any password(s), and private key(s). I agree that I will be responsible for these items and that no unauthorized person will have access to them.
- b) I agree and acknowledge that, when the PTO issues me the information permitting me to generate a certificate, the PTO will keep a copy of my private key corresponding to the public key of my confidentiality certificate, and the PTO will not disclose this key except with my consent, or where required by law
- c) I agree to promptly notify the PTO if my password(s) or private key(s) are lost, compromised or rendered insecure, or if the information contained in my certificate request, including address, e-mail address, or telephone number, has changed, or becomes otherwise incorrect or incomplete.

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<sup>1</sup> Each public key certificate includes the public key of a public/private key pair. The digital signing key pair is generated by the subscriber's personal computer via software provided by the PTO and the public key becomes part of the digital signing certificate. Only the subscriber holds the private key corresponding to the public key contained in the digital signing certificate. Both the public and private keys of the confidentiality certificate will be generated by the PTO Certificate Authority and sent via a secure channel to the subscriber. The PTO Certificate Authority will hold a copy of the subscriber's private key corresponding to the public key contained in the confidentiality certificate in order to provide key recovery capability.

### **3. Acceptable Use or Reliance/Designation of Supervised Employee**

I will use my PTO certificates only for electronic communication with the PTO (e.g., Patent Application Information Retrieval (PAIR) status inquiry, electronic filing, etc.). I will use or rely on PTO certificates only for securing communication with the PTO, and will not encourage or permit anyone other than the PTO to rely on them.

I may designate an employee who will only use my PTO certificates for accessing the PAIR system at my direction. The employee will use or rely on granted PTO certificates only for communication with the PTO to access the PAIR system, and will not encourage or permit anyone other than the PTO to rely on them. I understand that I am responsible for the employee's use of the PTO certificates. As a patent practitioner, I understand that the granted PTO certificates and their use does not condition the strictures against the unauthorized practice of law.

I understand that my PTO certificate will be used to access records and systems on a U.S. Government computer system and unauthorized use or use beyond the purpose authorized may subject me to criminal penalties under the Computer Fraud and Abuse Act. 18 U.S.C. § 1030(c).

### **4. Revocation of Certificates**

a) The PTO may revoke my certificate(s) at any time without notice if:

- i. any of the information I supply in my certificate(s) request changes;
- ii. the PTO knows or suspects that my private key(s) has/have been compromised
- iii. the private key(s) of the issuing PTO Certificate Authority has/have been compromised;
- iv. the signing certificate of the issuing PTO Certificate Authority is revoked;
- v. I fail to comply with my obligations under this Agreement; or
- vi. for any other reason the PTO deems necessary.

The PTO will promptly notify me of the revocation. Such revocation does not affect the authenticity of a transmission made or a message I digitally signed before certificate revocation.

b.) I may surrender my certificate(s) at anytime by written submission to the PTO at:

Certificate Services Request  
US Patent and Trademark Office  
Box EBC  
Washington DC 20231

### **5. Privacy**

I have read the Privacy Act Notice on the accompanying Certificate Action Form [PTO Form-2042].

### **6. Software use**

I agree to honor any copyright, patent and licensing agreements with respect to any software provided to me by the PTO, and will not tamper with, alter, destroy, modify, reverse engineer, or decompile such software in any way. I agree not to use the software for any purpose other than communication with the PTO.

## 7. Software Export Restrictions

### *Cryptographic Software Notice and Acknowledgement*

#### ***Notice:***

The PTO Direct software includes cryptographic software subject to export controls under the Export Administration Regulations and anyone receiving the software by download or otherwise may not export the software without a license.

#### ***Acknowledgement:***

I understand that the cryptographic software I receive or download is subject to export controls under the Export Administration Regulations and that I may not export the software without a license.

References to the Export Administration Regulations are references to 15 CFR chapter VII, subchapter C. They are issued by the United States Department of Commerce, Bureau of Export Administration (BXA) under laws relating to the control of certain exports, reexports, and activities.

By downloading, installing or using the PTO supplied Software I am representing and warranting that I am not located in, under the control of, or a national or resident of any country to which the export of the Software or related information would be prohibited by the laws of the United States. At this time these countries include Afghanistan, Cuba, India, Iran, Iraq, Libya, Montenegro, North Korea, Pakistan, Serbia, Sudan and Syria.

In addition, should I be outside the United States, I am responsible for complying with any local laws in my jurisdiction which may impact my right to export, import or use the Software or related information. I am responsible for procuring all required permission or licenses for any subsequent export, import or use of the Software or related information.

## 8. Availability

I understand that the PTO does not warrant or represent 100% availability of the PTO Public Key Infrastructure services due to system maintenance, repair, or events outside the control of the PTO. Information regarding scheduled downtime, if known, will appear on the PTO Electronic Business Center web site. Loss of service does not alleviate the subscriber from any time limits imposed by PTO rules.

## 9. Term of Agreement

This Agreement constitutes a 2 year renewable contract which may be (i) terminated by me at anytime with proper notice or (ii) terminated by the PTO at anytime without notice.

## 10. General

I understand and agree that if any provision of this Agreement is declared by a court to be invalid, illegal, or unenforceable, all other provisions shall remain in full force and effect.

The PTO reserves the right to refuse to issue certificates. The PTO reserves the right to cancel this program at any time.

## 11. Requests

Requests for issuance of certificates, revocation of certificates or key recovery shall be sent to the PTO Registration Authority at:

Certificate Services Request  
US Patent and Trademark Office  
Box EBC  
Washington DC 20231

## 12. Dispute Resolution and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States of America.