

United States Patent and Trademark Office
Public Key Infrastructure Subscriber Agreement

I request that the United States Patent and Trademark Office (USPTO) issue me a set of public key certificates (a digital signing certificate and a confidentiality certificate)¹ in accordance with conditions stated herein and as explained and governed by the EFS-Web Legal Framework (*Legal Framework for Electronic Filing System – Web (EFS-Web)*, 74 FR 55200 (October 27, 2009) (notice)). 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 USPTO.

I agree that my use and reliance on the USPTO 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 and to the rules and policies of the USPTO including the EFS-Web Legal Framework.

1. Identification Information

- a) I warrant 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 Mail Stop EBC, Commissioner for Patents, PO Box 1450, Alexandria, VA 22313-1450. This includes loss of right to access a given customer number.

2. Protection of Keys¹

The USPTO 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 the client software is my responsibility and that the password is unknown to the USPTO. Further, there is no mechanism for the USPTO to find the password. In the event of a lost password, as in the event of the loss of my private key(s), the USPTO 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

¹ 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 USPTO 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 USPTO Certificate Authority and sent via a secure channel to the subscriber. The USPTO 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.

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 USPTO issues me the information permitting me to generate a certificate, the USPTO will keep a copy of my private key corresponding to the public key of my confidentiality certificate, and the USPTO will not disclose this key except with my consent, or where required by law.
- c) I agree to promptly notify the USPTO 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.

3. Acceptable Use or Reliance/Designation of Supervised Employee

I will use my USPTO certificates only for electronic communication with the USPTO (*e.g.*, Private Patent Application Information Retrieval (Private PAIR) status inquiry, electronic filing, etc.) in compliance with the rules and policies of the USPTO (*e.g.*, EFS-Web Legal Framework). I will use or rely on USPTO certificates only for securing communication with the USPTO, and will not encourage or permit anyone other than the USPTO to rely on them.

I may designate a single employee of my organization, or a single employee of a contractor, who may use my USPTO certificates at my direction and under my control. The designated employee may, acting at my direction and under my control, file a patent application or follow-on papers. The designated employee is either an employee in my organization or an employee of a contractor. The designated employee will use or rely on granted USPTO certificates only for communication with the USPTO in compliance with the rules and policies of the USPTO and will not encourage or permit anyone other than the USPTO to rely on them.

I understand that I am responsible for the employee's use of the USPTO certificates. I will take reasonable steps to ensure compliance of the requirements set forth in this agreement by the designated employee, including the restrictions on the software use in section 5 and the restrictions on the export (including deemed export) of technology and software included in patent applications in section 6. If the designated employee is not a U.S. citizen, I understand that the designated employee's access to the technology and software constitutes an export. See section 6 of this agreement.

I agree not to use or permit the use of my USPTO certificate in connection with the unauthorized practice of law. For example, I will not grant permission to an invention promotion company or an invention promoter to use my USPTO certificates. I also understand that if I am a practitioner, violations of the USPTO ethic rules set forth in Parts 10 and 11 of 37 CFR may subject me to disciplinary action. If I have been granted limited recognition by the Office, I agree not to use the digital certificate beyond the limits of the rights I have been granted.

I understand that my USPTO certificate will be used to access records and systems on a U.S.

Government computer system and that unauthorized use or use beyond the purpose authorized may subject me to criminal penalties under U.S. Law and/or disciplinary action.

4. Revocation of Certificates

- a) The USPTO may revoke my certificate(s) at any time without prior notice if:
- i. any of the information I supply in my certificate(s) request changes;
 - ii. the USPTO knows or suspects that my private key(s) has/have been compromised;
 - iii. the private key(s) of the issuing USPTO Certificate Authority has/have been compromised;
 - iv. the signing certificate of the issuing USPTO Certificate Authority is revoked;
 - v. I fail to comply with my obligations under this Agreement or the rules or policies of the USPTO, including the EFS-Web Legal Framework; or
 - vi. for any other reason the USPTO deems necessary.

The USPTO 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 USPTO at:

Certificate Services Request
U.S. Patent and Trademark Office
Mail Stop EBC
PO Box 1450
Alexandria, VA 22313-1450

5. Software use

I agree to honor (and to make sure that any designated employee will honor) any applicable copyright, patent, or license agreements with respect to any software provided to me by the USPTO, and will not (and will make sure that any designated employee will not) tamper with, alter, destroy, modify, reverse engineer, or decompile such software in any way. I agree not to use (and agree to make sure that any designated employee will not use) the software for any purpose other than communication with the USPTO.

6. Restrictions on the Export (Including Deemed Export) of Technology and Software Included in Patent Applications

I understand that technology and software included in unpublished patent applications may be subject to export controls set out in the Export Administration Regulations (15 C.F.R. parts 730-774). Access to such technology and software by any person located outside the United States or by a foreign national inside the United States constitutes an export that may require a license from the U.S. Commerce Department's Bureau of Industry and Security ('BIS'). I agree not to use (and to make sure that any designated employee will not use) or permit the use

of the USPTO certificate in a manner that would violate or circumvent the Export Administration Regulations.

Information regarding U.S. export controls and their application to technology and software included in patent applications is available from BIS. Please see BIS's website, available at www.bis.doc.gov, or contact BIS's Office of Exporter Services at 202-482-4811.

7. Availability

I understand that the USPTO does not warrant or represent 100% availability of the USPTO Public Key Infrastructure services due to system maintenance, repair, or events outside the control of the USPTO. Information regarding scheduled downtime, if known, will appear on the USPTO Electronic Business Center web site. Any delays caused by downtime must be addressed through the ordinary petition process.

8. Term of Agreement

This Agreement may be terminated by either party upon proper notice. In the case of a termination by the USPTO, notice may be provided by any reasonable means, including a posting on the USPTO website.

9. General

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 USPTO reserves the right to refuse to issue certificates. The USPTO reserves the right to cancel this program at any time. Modifications to this agreement will be posted on the USPTO website at www.uspto.gov/ebc/efs. Continued use of the system after posting will constitute agreement to the updated terms.

10. Requests

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

Certificate Services Request
U.S. Patent and Trademark Office
Mail Stop EBC
PO Box 1450
Alexandria, VA 22313-1450

11. Dispute Resolution and Governing Law

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