

## **Entrust Datacard Terms and Conditions of Sale for Entrust Products and Services**

These terms and conditions, together with the accompanying document(s), if any (the "Order"), constitute the entire agreement ("Agreement") between any corporation that Entrust Holdings Inc. directly or indirectly controls ("Entrust") and the purchaser listed on the Order ("Customer") governing the purchase by Customer of the "Equipment," "Hardware" and "Software" (together, the "Products") and/or services ("Services") (collectively, the "Deliverables") identified on the Order. Any terms and conditions incorporated by Customer's purchase order are of no contractual effect between Customer and Entrust.

### **Entrust Software and Hardware**

Unless an agreement governing the Products has been signed between Customer and Entrust, the use of the Products on the Order will be governed by the terms that are available to Customer on the Internet at <http://www.entrust.com/legal/agreements/elicense.pdf>.

Third party Products are provided solely pursuant to the third party manufacturer's standard terms and conditions accompanying such Products.

### **Entrust Maintenance and Support Services**

Unless an agreement governing support services has been signed between Customer and Entrust, Software and Hardware support, if purchased by Customer, is provided pursuant to support terms available on the Internet at <http://www.entrust.com/legal/agreements/esupport.pdf>.

Support for third party Products, if purchased by Customer, is provided pursuant to the terms and conditions of Entrust's then-current support plan for such third party Products.

### **Entrust Certificate Services**

Unless an agreement governing Entrust Certificate Services has been signed between Customer and Entrust, use of the Entrust Certificate Services products and/or services is subject to the terms and conditions of the applicable Entrust Certification Practice Statement and/or Entrust Subscription/Service Agreement, which can be viewed at <http://www.entrust.net/cps>.

### **Entrust Managed Services Offering (MSO)**

Unless a MSO agreement has been signed between Customer and Entrust, the use of the Deliverables on the Order will be governed by the terms that are available to Customer on the Internet at [http://www.entrust.com/legal/managed\\_services.pdf](http://www.entrust.com/legal/managed_services.pdf).

### **Entrust Professional (Consulting) Services**

Professional (consulting) services Orders are governed by the terms and conditions of the applicable agreement governing the provision of such Services signed between Customer and Entrust.

### **Resellers**

If Customer is a reseller, the terms and conditions of the reseller agreement between Entrust and Customer shall apply to any Order. If a reseller agreement has not been signed between the

parties, then this Order is conditional upon the parties executing a reseller agreement acceptable to Entrust on or before the expiry date of the applicable quote. If requested by Entrust, Customer must provide to Entrust an Order acknowledgment signed by the end user. If an Order acknowledgement is not provided, any Product(s) will be licensed under the terms of the shrink wrap agreement accompanying the Product(s). All Product(s) are deemed accepted on delivery, F.O.B. origin.

#### Entrust GSA Orders

Entrust GSA Orders are governed by the terms and conditions of GSA Contract Number GS-35F-0332K. Products identified as "Non-schedule" are not licensed under GSA Contract Number GS-35F-0332K, but rather are licensed pursuant to the license agreement included with, or embedded into, the Products. In addition, the Products may be subject to certain restrictions which can be viewed at [http://www.entrust.com/entrust\\_product\\_use\\_restrictions/products.cfm](http://www.entrust.com/entrust_product_use_restrictions/products.cfm).

If Customer is authorized by an eligible U.S. Government entity, the pricing on any Order and Customer's ability to procure on behalf of such U.S. Government entity is conditional upon Customer providing to Entrust appropriate documentation in accordance with FAR 51.1, verifying its authorization to purchase under GSA Contract Number GS-35F-0332K on behalf of the U.S. Government entity.

#### CygnaCom GSA Orders

CygnaCom GSA Orders are governed by the terms and conditions of GSA Contract Number GS-35F-0630R.

#### CygnaCom Commercial Orders

CygnaCom commercial Orders are governed by the terms and conditions of the applicable agreement governing the provision of such Services signed between Customer and CygnaCom Solutions Inc.