

ENTRUST DATACARD PURCHASE ADDENDUM

ATTENTION - READ CAREFULLY: THIS ENTRUST DATACARD PURCHASE ADDENDUM (“ADDENDUM”) TO THE ENTRUST DATACARD PARTNERPLUS PROGRAM AGREEMENT FOR CERTIFICATE SERVICES (“PROGRAM AGREEMENT”) IS BETWEEN YOU AND ENTRUST DATACARD. BEFORE CONTINUING, PLEASE CAREFULLY READ THIS ADDENDUM. THIS ADDENDUM IS SUBJECT TO THE LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES SET FORTH ON THE PROGRAM AGREEMENT. IF YOU ARE LOCATED IN THE UNITED STATES, “ENTRUST DATACARD” SHALL MEAN ENTRUST, INC. IF YOU ARE LOCATED OUTSIDE OF THE UNITED STATES, “ENTRUST DATACARD” SHALL MEAN ENTRUST DATACARD LIMITED. “AFFILIATES” OF ENTRUST DATACARD SHALL MEAN ALL CORPORATIONS OR OTHER ENTITIES CONTROLLED DIRECTLY OR INDIRECTLY BY ENTRUST HOLDINGS INC. THE INDIVIDUAL WHO AGREES TO THIS ADDENDUM REPRESENTS AND WARRANTS THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE YOUR ORGANIZATION TO THE TERMS AND CONDITIONS OF THIS ADDENDUM. IN THIS CONTEXT, YOUR ORGANIZATION MEANS THE ENTITY, ORGANIZATION OR COMPANY SPECIFIED AT THE PARTNER PORTAL ASSOCIATED WITH THIS ADDENDUM (“YOU”, “YOUR” OR “PARTNER”). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS ADDENDUM, DO NOT ACCEPT THIS ADDENDUM.

THIS ADDENDUM hereby incorporates and becomes part of the Program Agreement for the Addendum Term. For clarity, all disclaimers of warranties, limitations of liability, and all other terms and conditions in such Program Agreement apply to this Addendum. Subject to the Program Agreement and this Addendum: (i) You wish to have the right to resell Certificates and/or Certificate Services to prospective Applicants by placing Orders with Entrust Datacard; (ii) when Applicants purchase Certificates or Certificate Services from You, Entrust Datacard will commence the application process; (iii) after the Applicant submits the Certificate or Certificate Services Application and agrees to the Subscription Agreement, Entrust Datacard or its subcontractors may contact such Applicant to augment or clarify such information to facilitate the completion of the Certificate subscription process; and (iv) if the information supplied by an Applicant is verified according to the practices and procedures set forth in the Entrust Datacard Certification Practice Statement, Entrust Datacard will issue one or more Certificates to the Subscriber and provide the services described in the Subscription Agreement.

1. DEFINITIONS. The following words and phrases, when used in the singular or plural, will have the meanings given to them below. All other capitalized words and phrases that are used in this Addendum will have the meaning set forth herein or in the Program Agreement.

“Activation Date” means the date that Entrust Datacard approves this Addendum and provides You with notice thereof.

“Addendum” means this Entrust Datacard Purchase Addendum.

“Addendum Term” means one year from the Activation Date except in the case where the Payment Type is One Time Purchase, in which case the Addendum Term is reduced to the duration of performance of the specific transaction.

“Applicant” means a potential Subscriber who has yet to undergo identification and verification.

“Certificate” means an x.509 digital certificate provided as part of the Certificate Services to Subscribers.

“Certificate Services” means the SSL-based certificate services (including the provision of Certificates) and certificate Management Services authorized by Entrust Datacard for resale by You.

“Certificate Services Application” means the application information requested by Entrust Datacard and submitted by an Applicant to Entrust Datacard when applying for a Certificate or Certificate Services.

“Entrust Datacard Certification Practice Statement” or **“CPS”** has the meaning set out in the Subscription Agreement for the applicable Certificate type that is being issued.

“Intellectual Property Rights” means all copyrights, patents, trade secrets, trademarks and other proprietary rights now known or created in the future, whether registered or unregistered, including all registrations, applications, renewals and extensions.

“SSL Enterprise” or **“Certificate Management Service”** or **“CMS”** means Entrust Datacard’s web-based tools made available for use in connection with the deployment and management of Certificates and/or other Entrust Datacard products.

“One Time Purchase” means a single purchase placed and paid for by You.

“Order” means Certificate or Certificate Service requests purchased by You under this Addendum, based on the pricing set out at the Partner Portal.

“Partner Level” means the partner level designation You have been assigned by Entrust Datacard. The Partner Level may give rise to certain benefits and/or discounts based on factors that include Your annual volume commitment (in any), historical sales by You of Certificate Services (if any), and method(s) of placing Orders that You use. The applicable

discount level associated with Orders under this Addendum is available at the Partner Portal and/or in the Program Materials.

“Pay As You Go” means a purchase arrangement whereby individual Certificate Service requests are placed and paid for by You as orders are completed.

“Payment Type” means the pre-established payment arrangement (as selected by you at the Partner Portal) for Orders under this Addendum. There are three such methods available (only one of which applies to this Addendum, as selected by You at the Partner Portal prior to the Activation Date): (i) Pay As You Go; (ii) Track and Pay; or (iii) One Time Purchase.

“Program Agreement” means the Entrust Datacard PartnerPlus Program Agreement for Certificate Services between Entrust Datacard and You, as may be amended from time to time.

“Subscriber” means the individual or organization for whom You have ordered Certificates or Certificate Services.

“Subscription Agreement” means the English language agreement entered into between each Applicant and Entrust Datacard in respect to the application, issuance, licensing, and use of Certificates or Certificate Services. The current Subscription Agreements are available on the Internet at <https://www.entrustdatacard.com/resource-center/licensing-and-agreements> (under the “ECS Legal Documents” tab).

“Territory” means worldwide except any countries that are subject to United States or Canadian export restrictions and to which Entrust Datacard is not permitted to export (including for the avoidance of any doubt, any embargoed countries).

“Track and Pay” means a purchase arrangement in which (i) You issue purchase order(s) to Entrust Datacard; (ii) You place individual requests against such purchase order(s) through the Partner Portal or through an application programming interface (API) associated with your account during the Addendum Term; and (iii) Entrust Datacard invoices You against such purchase order(s) on a monthly basis.

2. APPOINTMENT, LICENSES AND DUTIES

(a) **Appointment.** Subject to the terms and conditions of this Agreement, Entrust Datacard hereby grants You, and You hereby accept, for the Addendum Term, a non-exclusive, non-transferable right to resell Certificate Services to Applicants in the Territory.

(b) **Your Duties.** You acknowledge that Entrust Datacard reserves the right to market, distribute and sell the Certificate Services to any person, entity or governmental authority. You shall (i) not make any representations and warranties on behalf of Entrust Datacard or bind or commit Entrust Datacard or pledge the credit of Entrust Datacard in any way, (ii) use reasonable efforts to promote the sale of the Certificate Services, consistent with good business ethics and in a manner that will reflect favorably on the Certificate Services product and on the goodwill and reputation of Entrust Datacard, (iii) observe the rules of fair competition and refrain from engaging in any illegal or deceptive trade practices, unethical business practices, and (iv) not make any representations inconsistent with the specifications provided by Entrust Datacard with respect to the promotion and sale of Certificate Services. Prior to exercising the rights and licenses set forth above in Sections 2(a): (i) You will inform each Applicant that, prior to receiving any Certificate or Certificate Services, such Applicant must (1) submit a Certificate or Certificate Services Application in a form approved by Entrust Datacard, (2) agree to the applicable Subscription Agreement, (3) successfully undergo a limited verification (as described in the applicable CPS) of the information submitted by such Applicant to Entrust Datacard or its subcontractor; and (4) respond to Entrust Datacard’s reasonable request for additional information as may be required in the performance of Entrust Datacard’s duties set out in the CPS.

Provided that You have been authorized by Entrust Datacard to resell AffirmTrust domain-validated (DV) TLS/SSL Certificates to Applicants, You must enter into an agreement with each Applicant (each, an “Applicant Agreement”) which will legally bind the Applicant to the AffirmTrust Terms of Service located at the following URL www.affirmtrust.com/resources/ (“AffirmTrust Terms of Service”). In each Applicant Agreement, You must state that Entrust Datacard shall be a third-party beneficiary. Entrust Datacard’s liability to Your Applicants with respect to AffirmTrust domain-validated (DV) TLS/SSL Certificates is limited as set forth in the AffirmTrust Terms of Service. You represent and warrant to Entrust Datacard that in each Applicant Agreement, You have the full power, capacity and authority to act on behalf of the Applicant or act as agent for the Applicant in respect to the ordering, processing or use of any Certificates for the Applicant. You shall keep reasonable records regarding the Applicants to whom You have re-sold AffirmTrust domain-validated (DV) TLS/SSL Certificates, including, but not limited to, retaining copies of each Applicant Agreement entered into with an Applicant. A chartered or certified public accountant selected by Entrust Datacard may, upon reasonable notice and during normal business hours, but no more often than once a year, inspect Your records.

(c) **Entrust Duties.** Upon acceptance of the Certificate or Certificate Services Application submitted by an Applicant, Entrust Datacard will perform the obligations set out in the Subscription Agreement and CPS.

3. ORDERING AND PAYMENT

a) **Orders.** You will be entitled to procure Certificate Services from Entrust Datacard by placing Orders with Entrust Datacard at the prices set out at the Partner Portal.

- b) **Payment Method.** The payment method will depend on the Payment Type You have elected for this Addendum:
- (i) *Pay As You Go:* Fees will be billed as orders are completed and will be charged against the pre-established payment mechanism that You have elected at the Partner Portal.
 - (ii) *Track and Pay:* You will be invoiced on a monthly basis against the purchase order(s) that You have placed with Entrust Datacard. Such invoices will be submitted to the billing contact specified at the Partner Portal.
 - (iii) *One Time Purchase:* You will be invoiced against the purchase order that You have placed with Entrust Datacard. Such invoices will be submitted to the billing contact specified at the Partner Portal.

Payment of fees will be made net thirty (30) days from the date of the invoice; provided, however, that if any payment, or any other sum due to Entrust Datacard under this Agreement, should become past due for more than thirty (30) days, Entrust Datacard may, without declaring You to be in default, charge You a late payment charge of one percent (1%) per month or the maximum rate allowed by applicable law, whichever is less, on the past due balance.

4. INTELLECTUAL PROPERTY

Ownership. All rights, title and interest in and to the Certificates and Certificate Services, including without limitation Intellectual Property Rights and rights to any derivative works, will belong to Entrust Datacard or its licensors/suppliers. Except as expressly granted pursuant to this Agreement, all rights are reserved to Entrust Datacard and its licensors. You acknowledge and agree that: (a) Entrust Datacard's Intellectual Property Rights (which include those of its licensors/suppliers), are the sole and exclusive property of Entrust Datacard; (b) You will not acquire ownership in any such Intellectual Property Rights, including derivative works; (c) any goodwill resulting from use of such Intellectual Property Rights inures to Entrust Datacard's benefit; (d) if You acquire any Intellectual Property Rights in or relating to any Certificates and/or Certificate Services under this Agreement, by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Entrust Datacard without further action by the parties; and (e) you will use Intellectual Property Rights that are licensed to You under this Agreement solely for performing its obligations hereunder and only in accordance with this Agreement and Entrust Datacard's instructions.

Prohibited Acts. You will not: (a) take any action that may interfere with, or may be adverse to, Entrust Datacard's rights in its Intellectual Property Rights; (b) challenge, or assist a third party in challenge, any of Entrust Datacard's right, title or interest in its Intellectual Property Rights; (c) make any claim or take any action against Entrust Datacard's ownership of its Intellectual Property Rights; (d) register or apply for registrations for Entrust Datacard's trademarks or use, apply or register for registrations for any trademark similar to or including, in whole or in any part or Entrust Datacard's trademarks; (e) engage in any action that tends to disparage, dilute, or reflect negatively on the Certificates and Certificate Services hereunder or any Entrust Datacard trademark; (f) misappropriate use, register or seek to register a domain name containing in whole or in part any Entrust Datacard trademarks, or any other designation confusingly similar thereto; or (g) alter the Certificates and/or Certificate Services and associated packaging received from Entrust Datacard. You hereby assign and agree to assign all right, title and interest in and to any domain name or trademark registration or application prohibited by this section to Entrust Datacard. You further agrees to provide any reasonable assistance requested by Entrust Datacard that may be necessary or desirable for recording or perfecting such assignment. The last two sentences of this section survive expiration or earlier termination of this Agreement.

No Other Rights. Other than the express licenses granted hereunder, no right or license is granted to You to the Certificates and/or Certificate Services or any Entrust Datacard or third party Intellectual Property Rights, You have no right whatsoever to receive, review, or otherwise use or have access to the source code for the Certificates and/or Certificate Services. You will not copy, modify, reverse engineer (to the extent not in conflict with applicable law), disassemble, decompile, translate or create derivative works based on the Certificates and/or Certificate Services, or grant any other person or entity the right to do so.

Equitable Remedies and Specific Performance. Both parties acknowledge that the provisions in this Agreement providing for the protection of Intellectual Property Rights are material to this Agreement. The parties acknowledge that any threatened or actual breach of a party's Intellectual Property Rights by the other party will constitute immediate, irreparable harm to the first party, for which equitable remedies may be sought and may be awarded by a court of competent jurisdiction.

5. WARRANTIES

THE WARRANTIES SET FORTH IN THE APPLICABLE SUBSCRIPTION AGREEMENT AND APPLICABLE CPS ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS AND SERVICES MADE AVAILABLE PURSUANT TO THIS AGREEMENT.

6. INDEMNITY

You will defend, indemnify and hold Entrust Datacard and its officers, directors, employees, agents, successors and assigns and Entrust Datacard's affiliates harmless against any losses, damages, liabilities, claims, suits, settlements, penalties, fines or expenses of any kind, including reasonable attorney fees and the costs of enforcing indemnification hereunder incurred by Entrust Datacard, arising out of or resulting from: (a) breach of the Program Agreement and/or Addenda by You; (b) the Applicant's breach of the Applicant Agreement; (c) acts, omissions or misrepresentations by You in connection with the promotion and resale of the Certificate Services; (d) Your negligent acts or omissions (including reckless or willful misconduct) in connection with Your performance hereunder; (e) bodily injury, death or damage to real

or tangible property caused by Your negligence; (f) failure by You to comply with applicable law; (g) any claim that Your activities are not in conformance with the terms of the Program Agreement and Addenda or the laws of any state or country; and (h) any claim related to terms and conditions engaged in by You, warranties or representations given by You or resulting from acts or omissions on the part of You, or any of any of Your employees and agents.

7. GENERAL

a) **Term; Termination.** This Addendum is for the Addendum Term. For greater certainty, after the expiration of the Addendum Term, these terms shall end and will are no longer incorporated into, or made part of, the Program Agreement. If the Program Agreement is terminated, this Addendum shall automatically terminate.

b) **Effect of Termination.** No expiration or termination of this Agreement will impair or affect Certificates issued to Subscribers in accordance with this Agreement prior to the effective date of the expiration or termination of this Agreement. The Sections in this Addendum entitled "Definitions", "Ordering and Payment", "Warranties", and "General" will survive the termination or expiration of this Agreement in addition to any other sections of the Program Agreement that survive. Any payment obligations that have accrued pursuant to this Addendum prior to the date of termination or expiration will survive.

c) **Compliance with Laws and Regulations.** You will comply with all applicable federal, state and local laws, rules, regulations and executive orders as it pertains to this Agreement. You undertake to comply with all U.S., Canadian and international laws and all rules, regulations, orders, and licenses issued, taken or continued in effect pursuant thereto, relating to the import and the export (including "re-export" within the meaning of U.S. laws) of goods, technology or other information as it relates to Certificates. The parties will observe the rules of fair competition and refrain from engaging in any illegal or deceptive trade practices or unethical business practices.

d) **Subcontractors.** To the extent that You use any subcontractors in the exercise of rights or performance of obligations, You agree to be responsible for such subcontractors and cause them to comply with this Agreement such that any breach by such subcontractor will be deemed to be a breach by You.

e) **Restricted Rights.** The Certificates and/or Certificate Services are a "commercial item" as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in FAR 12.212, and is provided to the U.S. Government only as a commercial end item. Government end users will acquire any rights consistent with: (i) for acquisition by or on behalf of civilian agencies, the terms set forth in FAR. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, the terms set forth in DFARS 227.7202. Use of the Products and related documentation is further restricted by the terms and conditions of this Agreement.