



ENTRUST MAINTENANCE AND SUPPORT PLAN (“PLAN”)

*Effective on Entrust’s acceptance of the order or order acknowledgement (“**Order Acknowledgment**”) attached or directly or indirectly incorporating the terms at <https://www.entrust.com/-/media/documentation/licensingandagreements/esupport.pdf> by reference (“**Effective Date**”), Entrust and You (also referred to herein as “Customer”) agree that the following terms and conditions will apply to the Maintenance and Support Services.*

In this Plan, the following definitions will apply:

“**Affiliate**” means any corporation or other entity that You directly or indirectly control, is controlled by, or is under common control with. A party “controls” a corporation or other entity if it owns fifty percent (50%) or more of the voting rights for the board of directors or other mechanism of control for the corporation or other entity.

“**Appliance**” means the appliance product procured by Customer separately from Entrust or an authorized Reseller comprised of Hardware and Software for which Maintenance and Support Services have been purchased.

“**Business Days**” means regular Canadian Business Days, Ontario holidays excepted. In this context, Ontario holidays are Civic Holiday (first Monday in August), New Year's Day (January 1st or first working day thereafter), Good Friday, Victoria Day (last Monday on or before May 24), Canada Day (July 1st or first working day thereafter), Labour Day (1st Monday in September), Canadian Thanksgiving Day (second Monday in October), Christmas Day, December 26 (Boxing Day), Family Day (Third Monday in February) and such other holidays that may be stipulated in successor laws to the Ontario Employment Standards Act, 2000 or other applicable laws in Ontario.

“**Entrust**” means Entrust, Inc. if Customer is organized according to the laws of the United States. Otherwise, Entrust means Entrust Limited.

“**Error**” means a material failure of the Product to conform to its then published documentation.

“**Extended Support**” means the services which may be available from Entrust for discontinued Software under a separate agreement.

“**Hardware**” means any computer server hardware (if any) procured by Customer separately from Entrust or an authorized Reseller for which Maintenance and Support Services have been purchased.

“**In-Service System**” means the Products used in Customer’s live business environment with active users.

“**Maintenance and Support Services**” means the services described in this Plan and excludes Extended Support.

“**Non In-Service System**” means the Products that are not an In-Service System.

“**Order**” means any order for Maintenance and Support Services submitted by Customer, or a Reseller on behalf of a Customer, and accepted by Entrust, which may include an Order Acknowledgment.

“**Products**” means the Software and Appliance.

“**Reseller**” means any entity identified as such in the Order who has entered into an agreement with Entrust to resell Maintenance and Support Services.

“**Software**” means the Entrust computer software programs in object code format procured by Customer separately from Entrust or an authorized Reseller for which Maintenance and Support Services have also been purchased.

“**Third Party Support Provider**” means the third party who may provide Entrust with support of Hardware for which Maintenance and Support Services have been purchased.

“**Upgrade**” in the context of Software, means a subsequent release or version of the Software which will generally contain new functionality and enhancements in addition to Error corrections. In the context of the Software, Upgrade releases will be designated by a change in the digit of the release number to the left of the decimal. e.g. 1.X to 2.Y. “Upgrade” in the context of Hardware, means the hardware manufacturer’s or Third Party Support Provider’s updates to the Hardware supplied to Customer as part of Maintenance and Support Services (if any), including, but not limited to, any engineering changes, drivers, libraries or firmware.

“Upissue” means a subsequent release or version of the Software which will generally contain patches, service packs, Error corrections and which will generally not contain major, new functionality. In the context of the Software, Upissue releases will be designated by a change in the digit of the release number to the right of the decimal. e.g. X.1 to X.2. Upissue in the context of Hardware means has the same meaning as an Upgrade to the Hardware.

1. FORMS OF SUPPORT

Telephone Support

◆ technical support assistance and diagnostics support will be provided by a support specialist by telephone. Our list of Toll free numbers is available on our TrustedCare site. Entrust will provide notice of changes in the Trusted Care newsletter in advance.

Entrust Extranet Web Support

As of the Effective Date, Extranet Support is available at the following URL: <https://trustedcare.entrustdatacard.com>. Any updates to this URL will be provided in the TrustedCare newsletter in advance.

- ◆ access to technical and product specific information including, but not limited to:
 - frequently asked questions;
 - searchable knowledge base which provides self-diagnosis and resolution capabilities.
- ◆ on-line creation and updating of service requests.

2. COVERAGE HOURS

Telephone Support

The table below outlines the hours for which telephone support is provided for each Product, depending on whether the Order specifies Silver, Gold or Platinum level of support.

Severity	Business Days, 8:00 a.m. – 8:00 p.m. (EST)		Business Days, 24 hr		Weekends	
1	Silver	Yes	Silver	In-Service System Only(*)	Silver	In-Service System Only(*)
	Gold	Yes	Gold	Yes	Gold	In-Service System Only(*)
	Platinum	Yes	Platinum	Yes	Platinum	Yes
2	Silver	Yes	Silver	None	Silver	None
	Gold	Yes	Gold	Yes	Gold	In-Service System Only
	Platinum	Yes	Platinum	Yes	Platinum	Yes
3	Silver	Yes	Silver	None	Silver	None
	Gold	Yes	Gold	Yes	Gold	In-Service System Only(*)
	Platinum	Yes	Platinum	Yes	Platinum	Yes

* If Customer reports an incident through telephone support at a time outside of Customer’s paid coverage (based on the plan selected by Customer), or Customer reports an incident which should have been handled by Customer’s support staff, Entrust reserves the right to charge Customer for a minimum of three (3) hours of service at Entrust’s then-current support service hourly rate.

Entrust Extranet Web Support

Accessible 24 hours a day, 7 days a week except for any downtime experienced due to periodic maintenance or network unavailability, which if scheduled, will occur on the weekend. Notice of any scheduled downtime is provided on the extranet.

All Severity Level 1 or Severity Level 2 Errors on In Service Systems should be reported by Customer to Entrust by telephone support during the time when telephone support is available (as set out above).

3. PROBLEM CLASSIFICATION, RESPONSE TIMES, ESCALATION AND SERVICE LEVELS

Problem Classification

By way of telephone support, Entrust will provide an initial call back response to all Customer calls who report Errors with within one (1) hour of Entrust's receipt of notice of an Error. During the initial response, Entrust will determine and classify the severity of the Error through consultation with Customer based on the criteria below.

Severity 1:

An Error resulting in:

- (i) a complete or substantial failure in the operation of the Product that reasonably results in a critical business impact to Customer; or
- (ii) a complete or substantial loss of service, or material degradation in the processing capability, or the inability to use a mission critical application, of the In-Service System that is not caused by an increase in utilization.

Severity 2:

An Error that causes (i) a significant function of the Product(s) to be impaired. A Severity 2 Error also includes a Severity 1 Error for which a work around exists and has been supplied to Customer, in which case such Severity 1 Error will become a Severity 2 Error.

Severity 3:

Errors in In-Service Systems and Non-In Service Systems that are not classified as Severity 1 and 2 Errors.

The Error will then be logged in Entrust's incident tracking system:

Response Times

Entrust will provide the following response and correction targets for Errors depending on the applicable Severity Level:

- **Severity 1 Errors** - Entrust will use commercially reasonable efforts to resolve or develop a work around for a Severity 1 Error within:

Silver:	forty eight (48) hours from notification
Gold:	twenty-four (24) hours from notification
Platinum:	twenty-four (24) hours from notification

The resolution and correction may be implemented through a work-around, software fix, Upgrade or Upissue. If changes are required in the Product that requires the development and testing of Software, Entrust will make commercially reasonable efforts to resolve and correct a Severity 1 Error within five (5) Business Days from notification.

- **Severity 2 Errors** - Entrust will use commercially reasonable efforts to resolve and correct a Severity 2 Error within five (5) Business Days from notification. The resolution and correction may be implemented through a work-around, software fix, Upgrade or Upissue. If changes are required in the Product, Entrust will make commercially reasonable efforts to resolve and correct a Severity 2 Error within ten (10) Business Days from notification.

For Severity 1 and Severity 2 Errors, Entrust will advise Customer periodically at reasonable intervals as to the progress made by Entrust in diagnosing and/or correcting any reported Error.

- **Severity 3 Errors** – Entrust may include the resolution of an Error in the next Upgrade and/or Upissue. To assist in the prioritization of service requests, Entrust will use reasonable commercial efforts to a) answer a question within twenty (20) Business Days, and b) provide a resolution plan within twenty (20) Business Days. The resolution may be provided by way of patches or services packs or a future product release.

Customer will not contact the Third Party Support Provider directly, but instead will communicate Errors to Entrust. For the avoidance of any doubt, the above referenced resolution times are target resolution times.

Extranet Web Support

Entrust will use commercially reasonable efforts to provide an initial response to Customer's reports of an Error submitted via the Extranet within:

One (1) business day from Entrust's receipt of Customer's notice of an Error.

4. MAINTENANCE AND SUPPORT SERVICES

Support Services

While Customer purchases Maintenance and Support Services and to the extent set forth herein, Entrust will provide Customer with the services set forth herein for Errors with the Products in accordance with this Plan.

Customer's First Line Support Obligations

Customer will establish (to the extent it has not already established) and maintain the organization and processes (to the extent not already maintained) to use commercially reasonable efforts to provide "First Line Support" for Product directly to its end users. First Line Support will be as follows: (a) a direct response to its end users with respect to inquiries concerning the performance, functionality, or operation of the Product, (b) a direct response to its end users with respect to problems or performance deficiencies with the Product, (c) initial trouble-shooting of problems or performance deficiencies of the Product, and (d) a resolution of problems or performance deficiencies in the Product reasonably solvable with reference to the associated Documentation, (e) regarding Hardware, installation of Customer replaceable units, and (f) regarding Hardware, completion of required engineering changes as described below under the heading "Engineering Changes". If, after commercially reasonable efforts, Customer is unable to diagnose or resolve problems or performance deficiencies in the Product, Customer may contact Entrust.

Customer will provide timely diagnostic information to Entrust, as requested by Entrust and as required to resolve Error's. Entrust may collect and use performance and technical diagnostic information pertaining to the Product ("Diagnostic Information) gathered as part of the product support services provided to Customer. If Customer does not provide such assistance and information, then Entrust will be relieved of further performance with respect to the resolution of any Errors.

Customer Contacts

Entrust will not provide support directly to Customer's end users. Rather, Entrust will establish and maintain the organization and processes to provide response for: (a) one (1) Primary Customer Support Contact ("PCSC") who will receive Entrust's TrustedCare newsletter containing release notices, and (b) up to a maximum of ten (10) registered Customer contacts identified by Customer from time to time through Entrust's registration process. The PCSC will coordinate communications between the Customer and Entrust. The PCSC may log in to Entrust's support website and access Customer contacts, support privileges and other Customer support information. An unlimited amount of Self-Service Extranet contacts may be added to Customer's account. These contacts will have access to all Self-Service Extranet services with the exception that they do not have access to telephone support and on-line Service Request (SR) creation.

Software Upgrades and Upissues

Entrust will use commercially reasonable efforts to make available to Customer all Software Upgrades and Upissues generally available from Entrust at no additional cost to customer.

Platform Options

If Customer has licensed a version of Software (server Software only), upon request, Entrust will, at no additional charge, other than shipping costs, provide Customer with a copy of the same version of the Software on an Entrust-supported computing platform other than the platform on which Customer originally licensed such Software. Customer may use the Software for the new platform pursuant to the same terms and conditions applicable to the original Software, provided that Customer may not use the original Software concurrently.

Engineering Changes For the Hardware

Notwithstanding anything to the contrary in this Plan,

- Entrust reserves the right to make or require engineering changes to the Hardware where such engineering changes are mandated to satisfy certain requirements applicable to all Entrust customers such as (but not limited to) government standards, protection of data integrity, elimination of non-conformance, safety, or environmental

reasons. Entrust will provide notice to Customer as soon as reasonably practicable prior to the required engineering change. For the avoidance of any doubt, Customer may be required to permit access for the Third Party Support Provider to install or cause to be installed an engineering change. If any such Hardware is replaced, then the Hardware that has been replaced will become the property of Entrust (exclusive of any data on such Hardware, which will be destroyed by Entrust or its Third Party Support Provider).

- For engineering changes which Entrust reasonably designates as requiring actions by Customer (such as a Customer Replaceable Unit), Entrust will provide installation instructions. Customer will make commercially reasonable efforts to effect the installation of the engineering change within a reasonable time period, taking into account Customer's internal processes and schedules. If Customer is unable to implement the engineering change in accordance with the foregoing, then with advance written or electronic notice to Customer including the estimated charges and Customer's approval of such charges, Entrust or its Third Party Support Provider may install or cause to be installed the engineering change and Entrust may charge Customer for all reasonable costs associated with the installation, on a time and material basis at Entrust's standard rates.

Support Exclusions

Entrust shall provide Maintenance and Support Services to Customer for so long as Customer's Software is: at current version levels, used on supported platforms and used on supported operating systems as identified and published by Entrust from time to time. Notwithstanding anything to the contrary in this Plan, Entrust will have no obligation to provide Maintenance and Support Services if an Error is caused by: (a) with respect to Hardware, an act or omission of Customer related to relocation, movement, or improper installation with reference to the installation documentation, (b) with respect to Hardware, Customer's failure to maintain proper site or environmental conditions for Hardware based on the documentation, (c) any attempts at repairs, maintenance, or modifications to the Products performed by other than authorized service personnel of Entrust or its Third Party Support Provider exclusive of changes made by Customer under the direction of Entrust (such as installation a Customer replaceable unit) or as described in the documentation, (d) failure or interruption of any electrical power, telephone or communication line or like cause, (e) discontinued Software as described in the section below titled "Discontinued Software" or Hardware that is no longer supported pursuant to the Section below titled "Hardware Refreshes", (f) superseded Software as described in the section below titled "Superseded Software", or (g) any other cause external to the Product except use as contemplated by the documentation, including without limitation (i) casualty, act of God, strikes, riot, terrorism, war, the unauthorized acts of third parties, (ii) failure or interruption of any electrical power, telephone or communication line or like cause, (iii) problems caused by third party software included with or embedded in an Entrust software product (unless Customer is using the most recent version of such Entrust software product and support for such third party software is available to Entrust). Any Maintenance and Support Services provided to Customer with respect to software that has been licensed on a "no charge" basis is entirely discretionary for Entrust. Without limiting the generality of the foregoing, given the diversity of mobile platforms, dependency on third party products and related services, Maintenance and Support Services for Software and services deployed or used on specific mobile devices may not be available without any liability to Entrust (including without limitation, soft token products and transaction verification services). This Plan does not apply to any third party software, including support for the development of applications that utilize Entrust toolkit Software products. For the avoidance of any doubt, this Plan also does not apply to hardware (including third party hardware) products that are not sold as part of an Appliance. Any support for such hardware shall be limited to the applicable warranty period available for such hardware, as reflected in Customer's agreement with Entrust. Third-party products may be included, embedded or provided with Entrust products. Due to requirements from the third-party vendor, Entrust may be required to cease support for Entrust products which includes, embeds or is provided with the third-party product. In the event such support is terminated, Entrust will refund to Customer directly or indirectly through the Reseller, on a pro-rata basis, any fees for unused support pre-paid by Customer for such support.

Superseded Software

Maintenance and Support Services will be provided for each Upgrade (and all Upissues for such Upgrade, including the current Upissue as of the Effective Date) of the Software for a period equal to the greater of:

- (i) Two (2) years from the date of initial commercial release of such Upgrade or Upissue of Software;
or
- (ii) one (1) year from the date of initial commercial release of the subsequent Upgrade or Upissue of the Software.

Where Upgrades or Upissues to the Software are no longer designed for the version of Hardware purchased by Customer, Entrust may discontinue Maintenance and Support Services on at least six (6) months prior written notice to Customer.

Discontinued Software

Entrust reserves the right to discontinue the Software (i.e., cease to make Entrust's standard support generally available to customers) or offer to replace such discontinued Software with replacement software and negotiate with the Customer the additional cost, if any, provided that any such additional cost is negotiated in good faith by Entrust and the Customer and equitably reflects Customer's need or desire for any additional functionality in the replacement software. Subject to the Section above titled "Superseded Software", Entrust may cease to provide Maintenance and Support Services to Customer on discontinued Software. Thereafter, Entrust may offer to provide Extended Support for such discontinued Software for an additional charge under the terms and conditions of a separate agreement. If You are interested in purchasing Extended Support, please contact your Reseller or an Entrust sales representative for more information.

Hardware Refreshes

With respect to the Hardware, Maintenance and Support Services will be provided for the Hardware provided that Customer implements the hardware refreshes from Entrust in accordance with Entrust's Extranet-published refresh schedule.

5. SUPPORT TERMS

Subject to a different fixed term set out in the Order, Maintenance and Support Services will begin on the date that Maintenance and Support Services is purchased and will continue for a twelve (12) month period ("**Support Term**") unless at least thirty (30) days prior to the end of the Support Term or a Renewal Term (as defined below) either party directly or indirectly provides notice of its election to not continue Support. Otherwise, Maintenance and Support Services will automatically renew pursuant to the terms of the then-current support policies for the Plan, for successive twelve (12) month periods (each such term a "**Renewal Term**"), upon receipt by Customer, of applicable invoice for renewal fees. The renewal fees for Maintenance and Support Services to be provided during a Renewal Term will be due upon the commencement of such Renewal Term. Customer may reinstate lapsed Maintenance and Support Services for any currently-supported version of the Software by paying all Support service fees in arrears, in addition to any reinstatement fees that may be payable according to Entrust's then-current policy for Maintenance and Support Services reinstatement.

6. FEES

This Section 6 does not apply where the Order is paid through a Reseller (except as otherwise indicated in the Order) who has purchased Maintenance and Support Services on Your behalf from Entrust. The annual support service fees for each level of Maintenance and Support Services under the Plan are available upon request. Unless otherwise stated in an Order, the Maintenance and Support Services will be for an initial term of one year. Annual support service fees for any Renewal Terms in the second, third and fourth year may be increased by Entrust (if applicable) at no more than five (5) percent from the previous year's annualized Maintenance and Support Services price. For greater certainty, the price will be adjusted on a pro-rata basis if the renewal term is less than twelve (12) months. Any price increases after the fourth year will be at Entrust's discretion. The Maintenance and Support Service fees for a Renewal Term are calculated based on the total, cumulative number of Entrust Software licensed by Customer and support level. In the event that Customer elects to obtain Maintenance and Support Services for only a portion of the Entrust software licensed by Customer during the first four years after original purchase, the support service fees for a Renewal Term will be calculated based on the original list price of each Entrust software product, adjusted for any volume discounts, multiplied by the applicable then-current support percentage fee. In the event that Customer elects to obtain Maintenance and Support Services for only a portion of the Entrust Software licensed by Customer in the fifth year after original purchase and thereafter, the Maintenance and Support Service fees for a Renewal Term will be calculated based on the then-current list price of each Entrust software product, adjusted for any volume discounts, multiplied by the applicable then-current support percentage fee. If Entrust is invoicing Customer directly, (i) Maintenance and Support Service fees shall be paid by Customer in advance of each Support Term and Renewal Term; (ii) all amounts payable under this Plan shall be paid by Customer to the invoicing Affiliate of Entrust within thirty (30) days of the date of the invoice; (iii) applicable taxes shall apply to all Maintenance and Support Service fees; (iv) all fees excludes applicable federal, state, provincial, use, value-added and local taxes (excluding taxes based upon Entrust's net income). Customer shall pay to Entrust the amount of any such tax. Unpaid amounts will accrue the lesser of (i) one (1%) percent per month; or (ii) the maximum amount permitted by law. Notwithstanding any term to the contrary in this Plan, if Customer or your Reseller (if applicable) does not timely pay fees for Support in advance, Entrust may terminate this Plan with notice to Customer (which can be through Customer's Reseller), which may include electronic notice by email.

7. CONFIDENTIALITY

Customer acknowledges that the Products (and any information incorporated therein or related thereto) is the Confidential Information of Entrust. Customer will not disclose any information to any third party without the prior written approval of Entrust. Each party (including its Affiliates) will retain the Confidential Information of the other party (including its Affiliates) in confidence and will use and disclose it solely for the purpose of, and in accordance with, this Plan. Each party (including its Affiliates) will only disclose Confidential Information of the other party (or any of its Affiliates) to those of its employees with a need to know such Confidential Information. Each party (including its Affiliates) will use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use or disclosure of the other party's (or any of its Affiliates) Confidential Information.

Neither party (or any of its Affiliates) will be bound by any obligations restricting disclosure and use set forth in this Plan with respect to Confidential Information of the other party (or any of its Affiliates), or any part thereof, which:

- (i) was known to the receiving party (or any of its Affiliates) prior to disclosure;
- (ii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of this Plan;
- (iii) was disclosed to the receiving party (or any of its Affiliates) by a third party, provided that such third party is not in breach of any confidentiality obligation in respect of such information; or
- (iv) is independently developed by the receiving party (or any of its Affiliates).

If the receiving party (or any of its Affiliates) is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of the disclosing party (or any of its Affiliates), the receiving party (or, if applicable, its Affiliates) will use reasonable efforts to (i) seek confidential treatment for such Confidential Information, and (ii) provide prior notice to the disclosing party (or, if applicable, its Affiliates) to allow the disclosing party (or, if applicable, its Affiliates) to seek protective or other court orders.

8. WARRANTY

Entrust warrants that the Maintenance and Support Services provided pursuant to this Plan will be performed in a professional manner in keeping with reasonable industry practice. **EXCEPT AS SPECIFICALLY PROVIDED IN THIS PLAN, ENTRUST DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE OR OTHERWISE, WITH RESPECT TO THE MAINTENANCE AND SUPPORT SERVICES PROVIDED UNDER THIS PLAN, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.**

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ENTRUST (INCLUDING ENTRUST'S AFFILIATES, SUBCONTRACTORS, AGENTS, SUPPLIERS, DISTRIBUTORS, RESELLERS, DIRECTORS OR EMPLOYEES (COLLECTIVELY THE "ENTRUST GROUP")) OR CUSTOMER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, RELIANCE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) WHETHER ARISING FROM CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. IN NO EVENT WILL THE ENTRUST GROUPS' TOTAL CUMULATIVE LIABILITY PURSUANT TO THIS PLAN EXCEED THE ANNUAL SUPPORT SERVICE FEES PAID BY CUSTOMER TO ENTRUST UNDER THIS PLAN DURING THE PRIOR TWELVE (12) MONTHS FROM THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THIS PLAN WILL APPLY TO (I) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (II) DAMAGES ARISING FROM A PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU IN SUCH CASE.

10. TERMINATION

If either party is in material breach, or fails to perform one or more of its material obligations under this Plan, the other party may, by written notice to the party in material breach, require the remedy of the material breach or the performance of the material obligation and, if the party so notified fails to remedy or produce a reasonable plan to remedy (which if such plan is not followed by the breaching party will entitle the other party to terminate this Plan immediately), or perform within thirty (30) days of the written notice, declare the party in material breach to be in default and terminate this Plan.

11. SURVIVAL

In addition to this Section and any provisions of this Plan that by their nature continue, Sections 9 and 12 will survive any termination or expiration of this Plan. All payment obligations will survive any termination or expiration of this Plan.

12. GENERAL

Entrust may use one or more Affiliates or subcontractors to perform its obligations under this Plan, provided that such use will not affect Entrust's obligations hereunder. Nothing contained in this Plan will be deemed to constitute either party as the partner, agent or legal representative of the other party or to create any joint venture or fiduciary relationship for any purpose whatsoever. Except as otherwise specifically provided in this Plan, nothing in this Plan will confer on either party any authority to act for, bind, or create or assume any obligation or responsibility on behalf of the other party. The Products and related information are subject to export and import restrictions. Customer will comply with any laws which may impact Customer's right to export, import or use the Products or related information (including, without limitation, United States and Canadian export laws). Customer will not use the Products or related information for any purposes prohibited by export laws, including, without limitation, nuclear, chemical or biological weapons proliferation. Customer will be responsible for procuring all required permissions for any subsequent export, import or use of the Products or related information. Neither party will be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, such as acts of God, wars, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, strikes, or failure of communications infrastructures (including but not limited to internet, telephone and telecommunications lines and networks, servers, firewalls, proxies, routers, switches, and bridges) or acts of third party service providers, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance. The failure of a party to claim a breach of any term of this Plan will not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term. In the event that any provision of this Plan is found to be invalid, void or unenforceable, the parties agree that unless such provision materially affects the intent and purpose of this Plan, such invalidity, voidability or unenforceability will not affect the validity of this Plan nor the remaining provisions herein. Neither the Customer nor Entrust will assign this Plan, any interest herein or any rights hereunder without the prior written consent of the other party, except that Entrust may assign this Plan to any party which acquires all or substantially all of its related business by merger, sale of assets, or otherwise or to an Affiliate of Entrust. Entrust may assign to a financial institution any of its rights under this Plan, however, such assignment will not affect Entrust's obligations to Customer under this Plan. Unless otherwise expressly provided for in this Plan, all notices to Entrust must be in writing and delivered either in person or by means evidenced by a delivery receipt, to the person(s) and address specified below. Such notice will be effective upon receipt. For Entrust: c/o Entrust Corporation 1187 Park Place Shakopee, MN 55379 USA Attention: General Counsel, Legal Department. Notices to Customer will be sent via notification on Entrust's website or in writing (including facsimile or electronic mail) to the address provided on the order acknowledgment, purchase order or a separate document incorporating the terms of this Plan. If Customer is established pursuant to the laws of the United States, or any State thereof, then this Plan will be governed by the laws of the State of New York, without regard to its conflict of law principles and the jurisdiction for any legal action will be a court in Hennepin County, Minnesota; otherwise, this Plan will be governed by the laws of the Province of Ontario, Canada, without regard to its conflict of law principles and the jurisdiction for any legal action will be a court in Ottawa, Ontario, Canada. This Plan constitute the entire agreement between the parties on the subject matter hereof and supersede all prior agreements, communications and understandings of any nature whatsoever, oral or written. To the maximum extent permitted by applicable law, the parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, and of the Uniform Computer Information Transactions Act, as it may have been or hereafter may be in effect in any jurisdiction shall not apply to this Plan. This Plan may not be modified or waived orally and may be modified only in a writing signed by a duly authorized representative of both parties. All terms and conditions on a purchase order document will be of no contractual effect between the parties.