IDENTITY AS A SERVICE

TERMS OF SERVICE (MSP Model)

These ENTRUST IDENTITY AS A SERVICE TERMS OF SERVICE (MSP Model) (collectively with any additional agreements, policies, or terms and conditions referenced therein – e.g. acceptable use policy, service level agreement, data processing agreement, etc., the "Terms of Service") contain the terms and conditions that govern your access to, and/or download, installation, and/or use of, the Entrust Technology. Terms not otherwise defined in these Terms of Service shall have the meanings set forth in Section 1 below whenever used in these Terms of Service.

You agree to be bound by these Terms of Service through: (i) your download, installation, access, or use of the Entrust Technology; or (ii) your express agreement to these Terms of Service, including, without limitation, when an "I Accept", "Start Trial" or similar button, and/or a check box presented with these Terms of Service is clicked and/or checked by you, or through an Order/Order Form.

You, as the individual downloading, installing, accessing, or using the Entrust Technology, or clicking and/or checking the aforementioned buttons and/or boxes, represent and warrant that you are lawfully able to enter into contracts (e.g. you are not a minor). If you are entering into these Terms of Service on behalf of a legal entity, for example, the company or organization you work for, or, if you are agreeing on behalf of a customer or client, you represent to us that you have legal authority to bind such legal entity. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE (OR YOU DO NOT HAVE THE LEGAL AUTHORITY TO ENTER INTO CONTRACTS OR TO BIND THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING SUCH ACCEPTANCE), YOU SHALL NOT ACCESS, USE, DOWNLOAD, OR INSTALL THE ENTRUST TECHNOLOGY. CONTINUED RIGHT TO ACCESS AND USE THE ENTRUST TECHNOLOGY IS CONTINGENT ON YOUR (OR THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING ACCEPTANCE) CONTINUED COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT (AS DEFINED HEREIN).

The Agreement is between: MSP (as defined herein) and (i) Entrust (Europe) Limited, if MSP is located in Europe; (ii) Entrust, Inc., if MSP is located in the United States; or (iii) Entrust Limited, if MSP is located in any other jurisdiction (as applicable, "Entrust").

1. **Definitions.** The following capitalized terms have the meanings set forth below whenever used in these Terms of Service.

    1.1. "Affiliates" means, with respect to Entrust, any subsidiary of Entrust Corporation, and, with respect to MSP, any corporation or other entity that is directly or indirectly controlled by MSP either through ownership of fifty percent (50%) or more of the voting rights for the board of directors or other mechanism of control.

    1.2. "Agreement" means the Order Form and/or Order, these Terms of Service, and any applicable Special Terms and Conditions.

    1.3. "Authentication Record" means a record setting out the details of each authentication attempt made by a User. Authentication Records may include Personal Data.

    1.4. "AUP" means Entrust's acceptable use policy, as may be modified from time to time, available on Entrust's website at https://www.entrust.com/-/media/documentation/productsupport/entrust-idaas-aup.pdf.

    1.5. "Documentation" means written materials prepared by Entrust (or its licensors or service providers) relating to the Entrust Technology, including, without limitation, guides, manuals, instructions,

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policies, reference materials, professional services bundle descriptions, release notes, online help or tutorial files, support communications (including any disputes between the parties) or any other materials provided in connection with modifications, corrections, or enhancements to the Entrust Technology, all as may be modified from time to time.

1.6. "DPA" means the latest version of Entrust's standard data processing agreement, as may be modified from time to time, available on Entrust's website at https://www.entrust.com/-/media/documentation/licensingandagreements/dpa---entrust-acting-as-processor.pdf.

1.7. "Entrust Technology" means the Service, the Licensed Software, the Tokens, and the Documentation.

1.8. "Extension" means an Entrust suite, configuration file, add-on, software integration, technical add-on, example module, command, function or application separately licensed by Entrust to MSP, that extends the features or functionality of third-party software or services separately licensed or lawfully accessed by MSP. Extensions shall not form part of the Entrust Technology.

1.9. "Licensed Software" means either the Entrust Identity as a Service Gateway software application, including Documentation and any updates, new versions, or replacement versions Entrust provides to MSP, as applicable.

1.10. "MSP" means the individual or legal entity that: (i) has agreed to be bound by and comply with the Agreement, and pursuant thereto, has downloaded, installed, accessed, or used the Entrust Technology; (ii) is a managed security service provider that offers hosting infrastructure and/or business applications to Sub-MSPs or Tenants, as applicable; (iii) meets the MSP requirements set out in the Documentation; and (iv) has been granted MSP status by Entrust.

1.11. "MSP Account" means the account MSP sets up through the Service once MSP has agreed to the terms and conditions of the Agreement, including any subordinate accounts (e.g. for Sub-MSPs or Tenants).

1.12. "MSP Data" means any content, data, or information (including, third-party content, data, or information) that is supplied to Entrust through the MSP Account or otherwise in connection with MSP's, Sub-MSPs', Tenants', or their respective Users' use of the Entrust Technology (including without limitation, device and computer information). MSP Data may include Personal Data.

1.13. "Order" means an MSP-issued purchase order (excluding any terms and conditions thereon) that is accepted by Entrust and refers to a valid Entrust quote for the Service and incorporates these Terms of Service and any applicable Special Terms and Conditions.

1.14. "Order Form" means an order form signed by MSP and Entrust for the Service, in the format set out in the Documentation or otherwise provided by Entrust to MSP.

1.15. "Personal Data" has the meaning set out in the DPA.

1.16. "Profile" means User and device profiles constructed from authentication patterns and device-identifying technical data. Profiles may include data from third party service providers, and may also include Personal Data.

1.17. "Service" means the Identity as a Service cloud-based platform which Entrust hosts on its (or its hosting providers') computers.

1.18. "Service Data" means any information and data relating to the access, use, and/or performance of the Entrust Technology, including data generated in connection with MSP's and/or Users' use of the Entrust Technology (e.g., analytics data, statistics data and performance data). Service Data does not include Authentication Records, MSP Data, Profiles, or Personal Data.

1.19. "SLA" means Entrust's standard service level agreement for the Service, as may be modified from time to time, available on Entrust's website at https://www.entrust.com/-/media/documentation/productsupport/entrust-idaas-sla.pdf.

1.20. "Special Terms and Conditions" means any terms and conditions attached to these Terms of Service.

1.21. "Sub-MSP" means the legal entity that: (i) is a managed security service provider that offers hosting infrastructure and/or business applications to Tenants; (ii) has been granted Sub-MSP status by MSP; and (iii) has an account subordinate to the MSP Account.

1.22. "Support Services" means the support services provided by Entrust as further detailed in Section 2.4 (*Support*). Support Services shall not include professional services (covered under separate agreement).

1.23. "Tenant" means a client of an MSP or Sub-MSP.

1.24. "Tokens" means the Entrust tokens (if any) specified in an Order. "Tokens" does not include any Third Party Vendor Products as defined in Section 12.4.1 (*Third Party Vendor Products*).

1.25. "Third-Party Integrations" has the meaning set out in Section 5.9 (*Third-Party Integrations*).

1.26. "User" means any individual end user who accesses or uses the Service through the MSP Account, via the Service portal or otherwise (e.g. API-based access).

2. Service; Licensed Software.

2.1. Service.

2.1.1. Right to Access and Use. Subject to MSP's compliance with the Agreement, Entrust grants MSP, during the Term, a personal, worldwide, non-exclusive, non-transferable, non-sub-licensable right to: (i) via the Service portal or otherwise (ii) in accordance with the AUP; (iii) in accordance with the Documentation; (iv) in accordance with any specifications or limitations set out in and Order Form and/or Order, as applicable, or imposed by technological means of the capabilities of the Service that MSP is permitted to use, such as limits associated with number of Users, or bundle entitlements, etc.; and (v) for the sole purpose of authenticating the identity of Users, access and use the Service for the purpose of managing its Sub-MSPs', Tenants', and their Users' access to and use of the Service. Notwithstanding the foregoing grant of rights, any access to and use of the Service by MSP, Sub-MSPs, Tenants, and/or Users during any Trial Period (as defined herein) shall be solely for evaluation purposes and not for resale or any other commercial purpose.

2.1.2. Licenses from MSP. MSP grants to Entrust a non-exclusive, nontransferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use (i) MSP Data solely to the extent necessary to provide the Service to MSP, and (ii) any trademarks that MSP provides Entrust for the purpose of including them in MSP's user interface of the Service ("MSP Trademarks"). MSP shall have sole responsibility for the accuracy, quality, integrity,

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legality, reliability, appropriateness and copyright of all MSP Data.

2.1.3. <u>Service Levels</u>. The sole remedies for any failure of the Service are listed in the SLA. Service credits issued pursuant to the SLA, if any, will only be applied against the costs associated with MSP's subsequent subscription renewal. Entrust is not required to issue refunds for or to make payments against such service credits under any circumstances.

2.1.4. <u>Service Revisions</u>. Entrust may add, reduce, eliminate or revise Service features and functionality at any time. Additionally, Entrust may add, reduce, eliminate or revise services levels at any time where a third-party service level agreement applicable to the Service has been changed. Where any such change will cause a material detrimental impact on MSP, Entrust will take commercially reasonable efforts to provide MSP sixty (60) days prior written notice (email or posting notice at the Service portal constitutes written notice).

2.1.5. <u>Sub-MSPs; Tenants; Users</u>. MSP is responsible and liable for any and all acts and/or omissions of its Sub-MSPs, Tenants, and Users in relation to or breach of the Agreement or otherwise in relation to Sub-MSPs, Tenants, or Users' access to and use of the Service. MSP will (i) only permit Sub-MSPs', Tenants', and Users' access to and use of the Service in combination with MSP's products or systems; (ii) prohibit any Sub-MSPs, Tenants, or Users from decompiling, reverse engineering or modifying the Service (except as and only to the extent any foregoing restriction is prohibited by applicable laws, rules, or regulations); (iii) make no representations or warranties regarding the Service to Sub-MSPs, Tenants, and/or Users for or on behalf of Entrust; (iv) not create or purport to create any obligations or liabilities on or for Entrust regarding the Service. MSP is also responsible and liable for: (i) the configuration of the Entrust Technology to meet its own and its Sub-MSPs', Tenants', and/or Users' requirements; (ii) MSP Data, Profiles, Personal Data, and any other data uploaded to the Service through the MSP Account or otherwise by MSP or its Sub-MSPs, Tenants, or Users; (iii) MSP's or its Sub-MSPs', Tenants', and/or Users' access to and use of the Service; (iv) any access to and use of the Service through the MSP Account; and (v) Sub-MSPs', Tenants', and Users' compliance with all applicable laws, rules and regulations, and obtention of all permits, licenses and authorizations or certificates that may be required, in connection with its activities pursuant to the Agreement. MSP will provide Entrust, upon request, with a list of their Sub-MSPs and/or Tenants, as applicable, including full corporate name and address as well a point of contact. To the extent Entrust requires additional information about a Sub-MSP or Tenant or their usage of the Entrust Technology, including, without limitation, as part of a lawful access request or subpoena, MSP will make best efforts in co-operating with Entrust.

2.2. <u>Licensed Software</u>.

2.2.1. <u>License</u>. Subject to MSP's compliance with the Agreement, Entrust hereby grants MSP a personal, non-exclusive, non-transferable, non-sub-licensable license to download, install, and use the Licensed Software, in object code form only, for the sole purpose of conducting MSP's internal business operations, and not for resale or any other commercial purpose in accordance with: (i) the Documentation; and (ii) any specifications or limitations set out in the Order Form and/or Order, as applicable, or imposed by technological means of the capabilities of the Licensed Software that MSP is permitted to use.

2.2.2. <u>Licensed Not Sold</u>. Copies of the Licensed Software provided to MSP pursuant to the Agreement are licensed, not sold, and MSP receives no title to or ownership of any copy of the Licensed Software itself. Furthermore, MSP receives no rights to the Licensed Software

other than those specifically granted in Section 2.2.1 (*License*) above.

    2.2.3. <u>Hosting and Management</u>. MSP agrees that it will be responsible for installing and managing the Licensed Software on its own premises in accordance with the Documentation. Entrust will have no responsibility or liability for any impact to or failure of the Service resulting from MSP's improper installation and/or management of the Licensed Software.

2.3. <u>Documentation</u>. MSP may reproduce and use the Documentation solely as necessary to support MSP's access to and use of the Entrust Technology. Each permitted copy of all or part of the Documentation must include all copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy delivered by Entrust or downloaded or otherwise accessed by MSP.

2.4. <u>Support (MSP)</u>. MSP will provide support to Sub-MSPs or Tenants pursuant to the terms and conditions set out at https://www.entrust.com/-/media/documentation/licensingandagreements/intellitrustmspsupport.pdf . MSP will be solely responsible to provide First Line Support (as defined in the MSP Support Terms and Conditions (Identity as a Service) referenced at the aforementioned link) to its Sub-MSPs or Tenants. MSP will enter into a support agreement with each of its Sub-MSPs or Tenants (which will not contain any reference to Entrust, create any obligations or liabilities on Entrust, and will not make any representations, warranties or conditions on behalf of Entrust). Sub-MSPs, Tenants, and Users shall not directly contact Entrust, and Entrust shall have no obligation to provide support or other services directly to Sub-MSPs, Tenants, and/or Users.

2.5. <u>Restrictions</u>. MSP shall not: (i) host, time-share, rent, lease, sell, license, sublicense, assign, distribute or otherwise transfer or allow third parties to exploit any component of the Entrust Technology, except as provided in the Agreement; (ii) use the Entrust Technology for service bureau or time-sharing purposes; (iii) copy, modify, translate, reverse engineer, de-compile or disassemble, or create derivative works from the Entrust Technology except to the extent that law explicitly prohibits this restriction notwithstanding a contractual restriction to the contrary; (iv) reverse engineer the Entrust Technology, or decompile, disassemble, or otherwise attempt to derive any of the Entrust Technology's source code (except to the extent such prohibition is contrary to applicable law that cannot be excluded by the agreement of the parties); (v) attempt to circumvent or disable any restriction or entitlement mechanism that is present or embedded in the Entrust Technology; (vi) provide passwords or other log-in information used with the Entrust Technology to any unauthorized third party; (vii) permit any unauthorized third parties from accessing the Entrust Technology; (viii) share non-public Entrust Technology features or content with any third party; (ix) access the Entrust Technology in order to build a competitive product or service, or a product using similar ideas, features, functions as the Entrust Technology; (x) use the Entrust Technology to send or store infringing or unlawful material or viruses, worms, time bombs, Trojan horses and other harmful or malicious codes, files, scripts, agents or programs; (xi) use any Entrust Technology bundled with or provided for use with another Entrust product or service independently of the applicable Entrust Technology with which it is intended to be used; (xii) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Entrust Technology or the data contained therein; or (xiii) use the Entrust Technology other than in accordance with the Agreement and in compliance with all applicable laws, rules or regulations.

2.6. <u>Unauthorized Access</u>. MSP will take reasonable steps to prevent unauthorized access to the Entrust Technology, including, without limitation, by protecting its passwords and other log-in information. MSP will notify Entrust immediately of any known or suspected unauthorized use of the Entrust Technology or breach of its security and will use best efforts to stop such breach or unauthorized use. The foregoing shall not reduce MSP's liability for all its Sub-MSPs, Tenants,

and related Users.

2.7. <u>High Risk Applications</u>. MSP may not use, or authorize others to use, any part of the Entrust Technology in any application in which the failure of the Entrust Technology could lead to death, personal injury or severe physical or property damage ("High-Risk Applications"), including the monitoring, operation or control of nuclear facilities, mass transit systems, aircraft navigation or aircraft communication systems, air traffic control, weapon systems and direct life support machines. Entrust expressly disclaims any express or implied warranty of fitness for High Risk Applications. MSP will not use the Entrust Technology for any purpose listed in this Section (*High Risk Applications*) and any attempt to do so will be at MSP's own risk.

3. **Evaluation.**

3.1. <u>Evaluation Purposes</u>. Entrust may grant MSP the right to download, install, access, and use the Entrust Technology for evaluation purposes for the Trial Period. During the Trial Period MSP may not (i) use the Entrust Technology in order for MSP to generate revenue; or (ii) use any MSP Data or Personal Data in its evaluation of the Entrust Technology - only fictitious non-production data can be used.

3.2. <u>Inapplicable Sections</u>. Sections 2.1.3 (*Service Levels*) and 9.1 (*Intellectual Property Claims*) do not apply to MSP's download, installation, access, or use of the Entrust Technology for evaluation purposes.

3.3. <u>Trial Period</u>. MSP's evaluation of the Service pursuant to this Section 3 (*Evaluation*) shall commence upon MSP's acceptance of the Agreement and continue for a period of thirty (30) days ("Trial Period"), or as otherwise agreed to by Entrust in writing with MSP.

3.4. <u>Termination or Suspension</u>. Notwithstanding the foregoing, Entrust may in its sole discretion suspend or terminate MSP's evaluation access to and use of, the Entrust Technology at any time, for any or no reason, without advanced notice.

4. **Fees**.

4.1. MSP shall pay Entrust the fees (including where overages are applicable, any overage fees) for the Entrust Technology, any related services, or any Third-Party Vendor Products, as set out in an Order Form and/or Order, as applicable. Unless otherwise stated in the Order Form or Order, MSP will pay all amounts payable under the Agreement within thirty (30) days of the date of the invoice. All amounts payable by MSP under the Agreement are non-refundable and will be paid without setoff or counterclaim and without any deduction or withholding. MSP will be responsible for all taxes (other than taxes based on Entrust's net income), fees, duties, or other similar governmental charges. Entrust may elect to charge MSP interest for late fees at the lesser of 1.5% per month or the maximum rate permitted by law. In addition, if Entrust does not receive payment from MSP (or from an authorized reseller, as applicable) within five (5) business days of Entrust providing written notice to MSP that a payment is delinquent pursuant to the payment terms of the Agreement, Entrust may suspend or terminate MSP's and/or Users' access to and use of all or part of the Service, may suspend provision of any related services, and may refuse any additional Orders. Notwithstanding any of the foregoing, if MSP has purchased through an Entrust authorized reseller then the terms relating to fees and taxes will be those terms established between MSP and such reseller instead of those set out above. MSP will remain responsible for payment for all fees set out on its Order Form and/or Order(s) with respect to its Sub-MSPs and/or their respective Tenants.

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5. Data and Privacy.

5.1. <u>MSP Data; Profiles; Authentication Records; Personal Data</u>. MSP acknowledges and agrees that the Entrust Technology requires certain MSP Data, Profiles, and Personal Data, in order to operate. Use of the Entrust Technology by MSP and Users will also generate Authentication Records. MSP grants to Entrust, its Affiliates, and any of their respective applicable subcontractors and hosting providers, a world-wide, limited right, during the Term, to host, copy, transmit and display MSP Data and Personal Data as reasonably necessary for Entrust (or its Affiliates, and any of their respective applicable subcontractors and hosting providers) to provide the Entrust Technology in accordance with the Agreement.

5.2. <u>Service Regions</u>. MSP will select the geographic region(s) (each a "Service Region") where Authentication Records, MSP Data, Profiles and Service Data will be stored (subject to any limitations of Entrust's hosting providers). With respect to the Authentication Records, MSP Data, Profiles and Service Data, and any Personal Data contained therein, that Entrust may collect hereunder, MSP consents to the storage in and/or the transfer into, the Service Region(s) which the MSP has selected. Notwithstanding the foregoing, MSP acknowledges and agrees: (i) that Entrust may send short message service (SMS) messages through the United States and/or Canada as part of the Entrust Technology; and (ii) MSP's billing information may be stored in the United States and/or Canada.

5.3. <u>Data Processing</u>. To the extent Entrust processes any Personal Data on MSP's behalf in performance of the Agreement, the terms of the DPA, which are incorporated herein by reference, shall apply and Entrust, MSP agree to comply with such terms. MSP's acceptance of the Agreement shall be treated as acceptance and signing of the DPA (including the Standard Contractual Clauses attached to the DPA). Entrust reserves the right to update the DPA from time to time to comply with legal and regulatory requirements, and to keep current with upgrades and enhancements to its products and services. The latest version of the DPA posted on Entrust's website shall always apply.

5.4. <u>Excluded Data</u>. MSP represents and warrants that MSP Data, Personal Data, and Profiles do not and will not include any Excluded Data. "Excluded Data" refers to: (i) social security numbers or their equivalent (e.g., social insurance numbers), driver license numbers, biometric data, health card numbers and other health-related information; (ii) other Personal Data that would be considered sensitive in nature including without limitation of a "special category of data" under EU Directive 95/46; and (iii) data regulated under the Health Insurance Portability and Accountability Act or the Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards or similar laws or regulations in place now or in the future in the applicable jurisdiction (collectively, the "Excluded Data Laws"). MSP RECOGNIZES AND AGREES THAT: (i) ENTRUST HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (ii) THE SERVICE IS NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.

5.5. <u>Profiles; Service Data; Use of Data</u>. Entrust owns all right, title and interest in and to Service Data and Profiles (excluding any Personal Data contained in the Profiles) and, without limiting the generality of the foregoing, may use, reproduce, sell, publicize, or otherwise exploit such Profiles and Service Data in any way, in its sole discretion.

5.6. <u>Consents</u>. MSP represents and warrants that, before authorizing a User (including via a Sub-MSP and/or Tenant, as applicable) to use the Entrust Technology and before providing MSP Data or Personal Data to Entrust, MSP will have provided and/or obtained the requisite consents (if any)

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and made all requisite disclosures (if any) to Users, in accordance with all applicable laws, rules or regulations for the collection, use, and disclosure of the MSP Data or Personal Data, by Entrust (including by any of its applicable subcontractors or hosting service providers) in accordance with the Agreement.

5.7. <u>Consents relating to Extensions</u>. MSP acknowledges and agrees that certain Extensions may enable third-party software or third-party services (including cloud services) to download certain Authentication Records, MSP Data, Profiles, Personal Data, and/or Service Data from the Entrust Technology, and, by enabling such third-party software or third-party services (including cloud services) MSP agrees to such downloads. MSP represents and warrants that, before using any Extension, MSP will have obtained (including via a Sub-MSP and/or Tenant, as applicable) the requisite consents (if any) from and made all requisite disclosures (if any) to Users, in accordance with all applicable laws, rules or regulations in order to allow for the downloading and/or transfer of such Authentication Records, MSP Data, Profiles, Personal Data, and/or Service Data, from Entrust (including any applicable subcontractors and hosting providers) to the MSP-licensed third-party software or third-party services (including cloud services) enabled by the Extension.

5.8. <u>Consents Relating to Third-Party Service Providers</u>. MSP consents to, and represents and warrants that it will obtain (including via a Sub-MSP and/or Tenant, as applicable) all Users' consents necessary for, Entrust's use of third-party service providers, including, without limitation, hosting providers (who may further utilize subcontractors) in the provision of the Service. MSP acknowledges and agrees that Authentication Records, MSP Data, Profiles, Personal Data, and Service Data, may be transmitted to, processed by and/or reside on computers operated by the Entrust authorized third parties (e.g. Entrust's hosting providers) who perform services for Entrust. These third parties may use or disclose such Authentication Records, MSP Data, Profiles, Personal Data, and Service Data to perform the Service on Entrust's behalf or comply with legal obligations. Unless otherwise required by applicable laws, rules or regulations, and without limiting the generality of Section 10 (*Liability*), Entrust shall have no responsibility or liability for MSP's failure to obtain any of the consents or disclosures described in this Section (*Consents Relating to Third-Party Service Providers*).

5.9. <u>Third-Party Integrations</u>. MSP may enable integrations between the Entrust Technology and certain third-party services contracted by MSP (each, a "Third-Party Integration"). By enabling a Third-Party Integration between the Entrust Technology and any such third-party services, MSP is expressly instructing Entrust to share all Authentication Records, MSP Data, Profiles, Personal Data, and/or Service Data, necessary to facilitate the Third-Party Integration. MSP is responsible for providing (including via a Sub-MSP and/or Tenant, as applicable) any and all instructions to such third part services provider about the use and protection of such Authentication Records, MSP Data, Profiles, Personal Data, and/or Service Data. MSP acknowledges and agrees that Entrust is not a sub-processor for any such third-party services providers in relation to any Personal Data contained in the aforementioned data or information, nor are any such third-party services providers sub-processors of Entrust in relation to any Personal Data contained in the aforementioned data or information.

5.10. <u>Cloud Risks</u>. Although Authentication Records, MSP Data, Profiles, Personal Data, and/or Service Data may be encrypted, MSP acknowledges that there are inherent risks in storing, transferring and otherwise processing data in the cloud, and that Entrust will have no liability to MSP for any unavailability of the Entrust Technology, or for any damage, theft, unauthorized access, compromise, alteration, or loss occurring to Authentication Records, MSP Data, Profiles, Personal Data, and/or Service Data or any data stored in, transferred to or from, or otherwise processed by the Entrust Technology, including in transit.

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5.11. <u>Data Accuracy</u>. Entrust will have no responsibility or liability for the accuracy of data uploaded to the Service by MSP or its Sub-MSPs, Tenants, or Users, including, without limitation, MSP Data, Profiles, and Personal Data. MSP shall be responsible for the accuracy, quality and legality of MSP Data or Personal Data and the means by which MSP acquired them.

6. No Other Rights Granted; Feedback.

6.1. <u>No Other Rights Granted</u>. The rights granted under the Agreement are only as expressly set forth in the Agreement. No other right or interest is or will be deemed to be granted, whether by implication, estoppel, inference or otherwise, by or as a result of the Agreement or any conduct of either party under the Agreement. Entrust and its licensors expressly retain all ownership rights, title, and interest in the products and services provided by Entrust (including any modifications, enhancements and derivative works thereof). Any permitted copy of all or part of any item provided to MSP must include all copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy delivered by Entrust to MSP.

6.2. <u>Feedback</u>. "Feedback" refers to MSP's (or any of its Sub-MSPs' or Tenants') suggestions, comments, or other feedback about the Entrust Technology or other Entrust products and services. Even if designated as confidential, Feedback will not be subject to any confidentiality obligations binding Entrust. MSP hereby agrees that Entrust will own all Feedback and all associated intellectual property rights in or to Feedback, and MSP hereby assigns to Entrust (and shall cause all its Sub-MSPs and/or Tenants to assign) all of MSP's right, title, and interest thereto, including without limitation intellectual property rights.

7. Confidential Information.

7.1. <u>Definitions; Exclusions</u>. In this Section (*Confidential Information*), "Discloser" means the party that discloses Confidential Information (defined below), and "Recipient" means the party that receives it. "Confidential Information" means any business, technical, financial, or other information, however conveyed or presented to the Recipient, that is clearly designated by the Discloser as being confidential or that ought reasonably to be considered confidential by the Recipient, including all information derived by the Recipient from any such information. Confidential Information does not include any information that: (i) is Personal Data and Excluded Data, which are subject to Section 5 (*Data and Privacy*); (ii) is expressly excluded from the definition of Confidential Information in Special Terms and Conditions; (iii) was lawfully known by Recipient prior to disclosure; (iv) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of the Agreement; (v) was disclosed to Recipient by a third party without a duty of confidentiality to the Discloser; or (vi) is independently developed by Recipient without reference to Discloser's Confidential Information.

7.2. <u>Nondisclosure</u>. The Recipient will use all Confidential Information it receives only for the purpose of exercising its rights and fulfilling its obligations under the Agreement. Recipient will treat such Confidential Information with the same degree of care against unauthorized use or disclosure that it affords to its own information of a similar nature, but no less than reasonable degree of care. Recipient will not remove or destroy any proprietary or confidential legends or markings placed upon any documents or other materials. Recipient will only disclose Discloser's Confidential Information to Recipient's and its Affiliates' personnel and agents with a need to know ("Recipient Agents"). In the case of MSP, "Recipient Agents" shall also include its Sub-MSPs, Tenants, and all their respective Users. Recipient shall be responsible for ensuring Recipient Agents comply with the confidentiality obligations of Section (*Confidential Information*) and any acts or omissions of a Recipient Agent in breach of the terms and conditions of Section (*Confidential Information*) shall be considered the acts or omissions of the Recipient. If Recipient is compelled pursuant to

legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of the Discloser, Recipient will use reasonable efforts to seek confidential treatment for such Confidential Information, and, if and as permitted by law, will provide prior notice to the Discloser to allow the Discloser to seek protective or other court orders. If Confidential Information is disclosed or received by an Affiliate of a party, it is deemed to have been disclosed or received by the party itself.

7.3. <u>Injunction</u>. Recipient agrees that its breach of Section (*Confidential Information*) may cause Discloser irreparable injury, for which monetary damages may not provide adequate compensation, and that in addition to any other remedy, Discloser may be entitled to injunctive relief against such breach or threatened breach.

8. <u>Warranty Disclaimers.</u>

8.1. <u>Warranty Disclaimers</u>. Except as may be expressly stated in the SLA, or in applicable Special Terms and Conditions, the Entrust Technology are provided "AS IS", and Entrust and its Affiliates, licensors and suppliers disclaim any and all representations, conditions or warranties of any kind, express or implied, including warranties of non-infringement, title, merchantability or fitness for a purpose, satisfactory quality, or any representations, conditions or warranties implied by statute, course of dealing, course of performance, or usage or trade. Entrust makes no representations, conditions or warranties regarding any third party product or service, with which the Entrust Technology may interoperate. Entrust makes no representations, conditions or warranties that the Entrust Technology will perform without interruption or error.

9. <u>Indemnities</u>.

9.1. <u>Intellectual Property Claims</u>.

9.1.1. <u>Intellectual Property Indemnity</u>. Entrust shall defend MSP against any claims by third parties that the Entrust Technology furnished and used within the scope of the Agreement infringes upon or misappropriates a patent, trademark, copyright, trade secret or other intellectual or proprietary right (an "IP Claim"), and will pay any damages, settlements, costs, and expenses, including court costs and reasonable attorney's fees finally awarded against MSP by a court or arbitrator in any proceeding related to such IP Claim.

9.1.2. <u>Mitigation by Entrust</u>. If (i) Entrust becomes aware of an actual or potential IP Claim, or (ii) MSP provides Entrust with notice of an actual or potential IP Claim, Entrust may (or in the case of an injunction against MSP, shall, at Entrust's sole option and expense: (i) procure for MSP the right to continue to use the affected portion of the Entrust Technology; (ii) modify or replace the affected portion of the Entrust Technology with functionally equivalent or superior software so that MSP's use is non-infringing; or (iii) if (i) or (ii) are not commercially reasonable, terminate the Agreement with respect to the affected Entrust Technology and refund to the MSP, as applicable, either (a) any perpetual license fees paid for the affected Entrust Technology depreciated over a three (3) year period from the date of delivery on a straight line basis less any outstanding moneys owed on such affected portion of the Entrust Technology; or (b) any prepaid and unused subscription fees for the affected Entrust Technology for the terminated portion of the applicable Term.

9.1.3. <u>Exceptions to Indemnity</u>. Entrust shall have no liability for any IP Claim in respect of any Entrust Technology to the extent that: (i) the IP Claim results from MSP's breach of the Agreement or use in a manner or for a purpose other than that for which it was supplied, as contemplated by the Documentation; (ii) such Entrust Technology is modified by MSP; (iii)

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such Entrust Technology is used by MSP in combination with other software or services not provided by Entrust and the IP Claim arises from such combination or the use thereof; (iv) the IP Claim arises from information, data or specifications provided by MSP; (v) the Entrust Technology was provided on a beta testing, proof of concept, free trial, evaluation or "not for resale" basis (including, without limitation, pursuant to Section 3 (*Evaluation*)); (vi) the IP Claim results from any third-party software, third-party service or other third-party product on which the Entrust Technology relies; or (vii) the IP Claim relates to the use of any version of the Entrust Technology other than the current, unaltered release, if such IP Claim would have been avoided by the use of a current unaltered release of the Entrust Technology.

9.1.4. THE PROVISIONS OF THIS SECTION 9.1 (*INTELLECTUAL PROPERTY CLAIMS*) ARE SUBJECT TO SECTION 10 (*LIABILITY*) AND STATE THE SOLE AND EXCLUSIVE LIABILITY OF ENTRUST AND ITS AFFILIATES AND THE SOLE AND EXCLUSIVE REMEDY OF MSP WITH RESPECT TO ANY CLAIM OF THE NATURE HEREIN.

9.2. <u>Indemnification by MSP</u>. MSP agrees to defend, indemnify and hold harmless, Entrust against any and all third party claims, demands, suits or proceedings, costs, damages, losses, settlement fees, and expenses (including without limitation attorney fees and disbursements) arising out of or related to: (i) MSP's breach of, or errors in providing, the representations and warranties set out in this Section 5 (*Data and Privacy*), (ii) the MSP Data, Personal Data, or Excluded Data provided by the MSP or its Users, (iii) any inaccuracies in any data provided by MSP or its Sub-MSPs, Tenants, and/or Users to Entrust; (iv) misuse or misconfiguration of, or failure to use, the Entrust Technology by the MSP; (v) infringement, misappropriation or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the Entrust Technology through the MSP Account; (vi) the injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of MSP; (vii) violation of applicable law by MSP, Sub-MSPs, Tenants, or Users, or with respect to MSP Data; or (viii) any dispute between MSP and any Sub-MSP, Tenant, and/or User ("MSP-Related Claims").

9.3. <u>Litigation; Additional Terms</u>. The obligations of the indemnifying party pursuant to Section 9 (*Indemnities*) include retention and payment of attorneys and payment of costs and expenses, as well as settlement at the indemnifying party's expense. The indemnified party must: (i) provide the indemnifying party prompt written notice of the IP Claim or MSP-Related Claim (in this Section (*Litigation; Additional Terms*), each a "Claim"), (ii) give the indemnifying party the exclusive right to control and direct the investigation and defense of such Claim, including appeals, negotiations, and any settlement or compromise thereof; provided that the indemnified party will have the right to reject any settlement or compromise that requires that it or they admit wrongdoing or liability or that subjects it or them to any ongoing affirmative obligations; (iii) not have compromised or settled the Claim; and (iv) agree to cooperate and provide reasonable assistance (at indemnifying party's sole expense) in the defense; provided that failure by the indemnified party to provide prompt notice will relieve the indemnifying party of its obligations only to the extent that the indemnifying party was actually and materially prejudiced by such failure. The indemnified party may participate in the defense of any Claim for which they are indemnified under Section 9 (*Indemnities*) at their sole expense.

10. <u>Liability</u>.

10.1. In no event will Entrust be liable for, and MSP waives any right it may have to, any consequential, indirect, special, incidental, punitive or exemplary damages or for any loss of business, opportunities, revenues, profits, savings, goodwill, reputation, use, or data, or costs of re-procurement or business interruption. In no event will Entrust's total aggregate liability arising out

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of or related to the Agreement or the use and performance of the Entrust Technology exceed the fees paid to Entrust by MSP for the Entrust Technology for the twelve months prior to the first event giving rise to liability, less any refunds, service credits or deductions.

10.2. In Section 10 (*Liability*), "Entrust" will be deemed to mean Entrust Corporation, its Affiliates, and their respective suppliers, licensors, resellers, distributors, subcontractors, directors, officers, and personnel.

10.3. The exclusions and limits in Section 10 (*Liability*) apply: (i) regardless of the form of action, whether in contract (including fundamental breach), tort (including negligence), warranty, indemnity, breach of statutory duty, misrepresentation, strict liability, strict product liability, or otherwise; (ii) on an aggregate basis, regardless of the number of claims, transactions, digital signatures or certificates; (iii) even if the possibility of the damages in question was known or communicated in advance and even if such damages were foreseeable; and (iv) even if the remedies fail of their essential purpose. MSP acknowledges that Entrust has set its prices and entered into the Agreement in reliance on the limitations and exclusions in Section 10 (*Liability*), which form an essential basis of the Agreement.

10.4. Notwithstanding anything to the contrary in Section 10 (*Liability*) or elsewhere in the Agreement, to the extent required by applicable law Entrust neither excludes nor limits its liability for: (i) death or bodily injury caused by its own negligence; (ii) its own fraud or fraudulent misrepresentation; or (iii) other matters for which liability cannot be excluded or limited under applicable law.

11. **Term, Termination and Suspension**.

11.1. Term. The Agreement will commence upon MSP's acceptance of the Agreement and, unless otherwise terminated pursuant to the Agreement, will expire on either the date the Trial Period expires, or, the date the applicable subscription term referenced in the Order Form or Order, as applicable, for the Entrust Technology expires, whichever is later (the "Term").

11.2. Termination for Cause. Either party may terminate the Agreement by giving notice to the other party: (i) if the other party commits a material breach of the Agreement and fails to remedy such material breach within thirty (30) days after delivery of notice by the non-breaching party of the occurrence or existence of such breach or such longer period as may be agreed to in writing by the non-breaching party; (ii) if the other party (a) applies for or consents to the appointment of a receiver, trustee, or liquidator for substantially all of its assets or such a receiver, trustee, or liquidator is appointed, (b) has filed against it an involuntary petition of bankruptcy that has not been dismissed within thirty (30) days thereof, (c) files a voluntary petition of bankruptcy, or a petition or answer seeking reorganization, or an arrangement with creditors, or (d) seeks to take advantage of any other law relating to relief of debtors, or makes an assignment for the benefit of creditors; or (iii) as otherwise provided in Special Terms and Conditions.

11.3. Termination or Suspension by Entrust. Entrust may, at its sole discretion, suspend or terminate MSP's or its Sub-MSPs', Tenants', and/or Users' access to the Entrust Technology at any time, without advanced notice, if: (i) Entrust reasonably concludes that MSP or its Sub-MSPs, Tenants, and/or Users have conducted themselves in a way (a) that is not consistent with or violates the requirements of the AUP, the Documentation, or is otherwise in breach of the Agreement; or (b) in a way that subjects Entrust to potential liability or interferes with the use of the Entrust Technology by other Entrust customers or users; (ii) Entrust deems it reasonably necessary to do so to respond to any actual or potential security concerns, including, without limitation, the security of other Entrust customers', msps', sub-msps', tenants', or users' information or data processed by the Entrust Technology; or (iii) Entrust reasonably concludes that MSP, Sub-MSPs, Tenants,

and/or Users are violating applicable laws, rules or regulations. Entrust may also, without notice, suspend MSP's, Sub-MSPs', Tenants', and/or Users' access to the Entrust Technology for scheduled or emergency maintenance. Termination of the Agreement will result in termination of all Order Forms and/or Orders, as applicable.

11.4. <u>Effects of Termination</u>. Upon termination or expiration of the Agreement for any Entrust Technology, Entrust will have no further obligation to provide the Entrust Technology, MSP will immediately cease all use of the Entrust Technology, and MSP will return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof, destroy any copies of Documentation, and delete any Licensed Software in its possession or control (and cause its Sub-MSPs, Tenants, and Users to do so, as applicable). Termination is without prejudice to any right or remedy that may have accrued or be accruing to either party prior to termination. Any provision of this Agreement which contemplates or requires performance after the termination of this Agreement or that must survive to fulfill its essential purpose, including the terms of this Section (*Effects of Termination*), confidentiality, disclaimers, limitations and exclusions of liability, and any payment obligations, will survive the termination and continue in full force and effect until completely performed. Termination or expiration (non-renewal) of the Agreement also terminates all Special Terms and Conditions and the parties' ability to enter into any new Order Forms and/or Orders, as applicable (including renewals of existing ones). Termination is without prejudice to any right or remedy that may have accrued or be accruing to either party prior to termination. Termination will not relieve MSP (directly or through an authorized reseller) from any obligation to pay Entrust any and all fees or other amounts due under the Agreement.

12. **Miscellaneous.**

12.1. <u>Order of Precedence</u>. In the event of a conflict or differences between the Terms of Service, Special Terms and Conditions, an Order Form or Order, the order of precedence shall be as follows:
12.1.1. Special Terms and Conditions;
12.1.2. Terms of Service; and
12.1.3. Order Form or Order.
Where any conflict occurs between the provisions contained in two or more of the above documents, the document lower in the order of precedence shall, where possible, be read in such a way as to resolve such conflict. An omission, whether deliberate or inadvertent, is not by itself to be construed as giving rise to a conflict.

12.2. <u>Nature of Relationship</u>. Nothing contained in the Agreement will be deemed to constitute either party or any of its employees, the partner, agent, franchisee, or legal representative of the other party or to create any fiduciary relationship for any purpose whatsoever. Except as otherwise specifically provided in the Agreement, nothing in the Agreement will confer on either party or any of its employees any authority to act for, bind, or create or assume any obligation or responsibility on behalf of the other party. The parties agree that no Entrust personnel is or will be considered the personnel of MSP.

12.3. <u>Publicity</u>. MSP agrees to participate in Entrust's press announcements, case studies, trade shows, or other marketing reasonably requested by Entrust. During the Term and for thirty (30) days thereafter, MSP grants Entrust the right, free of charge, to use MSP's name and/or logo (or that of its Sub-MSPs or Tenants), worldwide, to identify MSP (or Sub-MSPs or Tenants) as such on Entrust's website or other marketing or advertising materials.

12.4. <u>Third Party Vendor Products; Additional Entrust Products or Service; Ancillary Software</u>.

12.4.1. <u>Third Party Vendor Products</u>. Certain third-party hardware, software and services may be resold, distributed, provided or otherwise made available by Entrust ("Third Party Vendor Products"). Third Party Vendor Products will be referenced in an Order and are subject to the applicable third party terms and conditions that accompany such Third Party Vendor Product or that are otherwise made available by the relevant third party vendor.

12.4.2. <u>Additional Entrust Products or Services</u>. Certain additional Entrust hardware, software and services may be sold, distributed, provided or otherwise made available Entrust ("Additional Entrust Products or Services"). Additional Entrust Products or Services may be included in the Order and shall be subject to the applicable separate Entrust agreement that accompanies such Additional Entrust Products or Services or that is otherwise made available by Entrust.

12.4.3. <u>Ancillary Software</u>. Versions of certain third-party open source software (including libraries and redistributable files) may be embedded in, delivered with or automatically downloaded as part of any Entrust Technology (each, an "Ancillary Software"). If a separate license agreement pertaining to the Ancillary Software is embedded or provided with the Entrust Technology, then the Ancillary Software is subject to the applicable separate license agreement pertaining to the Ancillary Software. Upon request, Entrust will provide MSP with a complete list of Ancillary Software and corresponding licenses, which list shall be deemed Entrust Confidential Information.

12.4.4. Any Third Party Vendor Product, Additional Entrust Products or Services, or Ancillary Software included with or embedded in the Entrust Technology may be used only with the applicable Entrust Technology, unless otherwise permitted in the applicable agreement accompanying such Third Party Vendor Product, Additional Entrust Products or Services, or Ancillary Software. Entrust will have no obligation to provide support or other services in relation to Ancillary Software. Entrust will have no obligation to provide support or other services in relation to any Third Party Vendor Product or Additional Entrust Products or Services unless expressly provided in a separate written agreement accepted by Entrust.

12.5. <u>Extensions and Third-Party Integrations.</u> MSP's use of any Extension shall be subject to a separate end user license agreement (or other applicable agreement) between MSP and Entrust (or one of its Affiliates). MSP's use of any Third-Party Integration shall be subject to the separate end user license agreement (or other applicable agreement) between MSP with the relevant third party (e.g. service provider that provides the service which is the subject of the Third-Party Integration).

12.6. <u>Tokens</u>. If an Order calls for Tokens (or if MSP purchases Tokens through an Authorized Reseller), (i) MSP will be the importer of record and responsible for all freight, packing, insurance and other shipping-related expenses; (ii) risk of loss and title to the Tokens will pass to MSP upon delivery of the Tokens by Entrust (or an Authorized Reseller) or one of their respective agents to the carrier; (iii) the Tokens will be free from material defects in materials and workmanship and will conform to the published specifications for such Tokens in effect as of the date of manufacture for a period of one (1) year from the date on which such Tokens are first delivered to MSP (or for such extended warranty period as may be set out in the applicable Order); (iv) MSP will use Entrust as MSP's point of contact for Token warranty inquiries; and (v) as an express condition of the sale, MSP acknowledges that MSP is only permitted to use Tokens with the Service and MSP is expressly prohibited from using and agrees not to use Tokens with any other provider's verification or identification software even if the Tokens may interoperate with such other provider's verification or identification software. The aforementioned Token warranty will not apply where the issue is

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caused by accident, misuse, abuse, improper operation, misapplication, or any other cause external to the Token. Any Token that is replaced becomes the property of Entrust. Entrust's exclusive liability and MSP's exclusive remedy for breach of this Section (*Tokens*) is for Entrust, at its option, to repair or replace the Token, or take return of the Token and refund the price paid for the Token.

12.7. <u>Inclusion of Entrust Affiliates; Use of Subcontractors</u>. Entrust may use one or more Affiliate(s) to perform its obligations under the Agreement, provided that such use will not affect Entrust's obligations hereunder. Entrust may also retain the services of Subcontractors from time to time to provide, or to assist Entrust in providing the Service, or any related services. "Subcontractor" shall mean a third party that has entered into a written agreement with Entrust to assist in providing the Entrust Technology or related services.

12.8. <u>MSP Prohibited from Using Service Provider Functionality</u>. MSPs are not permitted to utilize the "service provider" functionality of the Service for the purpose of covering its Affiliates, nor will it allow any Sub-MSPs or Tenants to do so.

12.9. <u>Notices</u>. In any case where any notice or other communication is required or permitted to be given, such notice or communication will be in writing and (a) personally delivered, in which case it is deemed given and received upon receipt or (b) sent by international air courier service with confirmation of delivery to the addresses stated below, in which case it is deemed given and received when delivery is confirmed.

Notices to MSP: the address stipulated in the Order Form and/or any applicable Order.

Notices to Entrust: 1187 Park Pl., Shakopee, MN 55379-3817, USA Attn: Legal.

12.10. <u>Force Majeure</u>. In no event shall Entrust be deemed in default or liable for any loss or damage resulting from the failure or delay in the performance of its obligations under the Agreement, arising out of or caused by, directly or indirectly, a Force Majeure Event. "Force Majeure Event" means any event or circumstance beyond Entrust's reasonable control, including floods, fires, hurricanes, earthquakes, tornados, epidemics, pandemics, other acts of God or nature, strikes and other labor disputes, failure of utility, transportation or communications infrastructures, riots or other acts of civil disorder, acts of war, terrorism (including cyber terrorism), malicious damage, judicial action, lack of or inability to obtain export permits or approvals, acts of government such as expropriation, condemnation, embargo, changes in applicable laws or regulations, and shelter-in-place or similar orders, and acts or defaults of third party suppliers or service providers.

12.11. <u>Successors; Assignment</u>. Each party agrees that it will not (and neither party has any right to) assign, sell, transfer, or otherwise dispose of, whether voluntarily, involuntarily, by operation of law, or otherwise, the Agreement or any right or obligation under the Agreement without the prior written consent of the other party. Any purported assignment, sale, transfer, delegation or other disposition in violation of this Section (*Successors; Assignment*) will be null and void. Notwithstanding the foregoing, Entrust may, without the consent of MSP, assign the Agreement together with all of its rights and obligations under the Agreement (i) to an Affiliate, or (ii) as part of a sale, merger, or other transfer of all or substantially all the assets of the business to which the Agreement relates. Subject to the foregoing limits on assignment and delegation, the Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

12.12. <u>Severability</u>. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any provision of the Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of the Agreement is held to be invalid or otherwise

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unenforceable in application to particular facts or circumstances: (a) such provision will be interpreted and amended to the extent necessary to fulfill its intended purpose to the maximum extent permitted by applicable law and its validity and enforceability as applied to any other facts or circumstances will not be affected or impaired; and (b) the remaining provisions of the Agreement will continue in full force and effect. For greater certainty, it is expressly understood and intended that each provision that deals with limitations and exclusions of liability, disclaimers of representations, warranties and conditions, or indemnification is severable from any other provisions.

12.13. <u>No Waiver</u>. No failure to exercise, no delay in exercising, and no statement or representation other than by any authorized representative in an explicit written waiver, of any right, remedy, or power will operate as a waiver thereof, nor will single or partial exercise of any right, remedy, or power under the Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided in the Agreement, in law, or in equity. The waiver of the time for performance of any act or condition under the Agreement does not constitute a waiver of the act or condition itself.

12.14. <u>Choice of Law</u>: Any disputes related to the products and services offered under the Agreement, as well as the construction, validity, interpretation, enforceability and performance of the Agreement, shall, (i) if MSP is located in Canada, be governed by the laws of the Province of Ontario, Canada, and shall be brought in the provincial or federal courts sitting in Ottawa, Ontario; (ii) if MSP is located in Europe, be governed by the laws of England and Wales and shall be brought in the courts sitting in London, England; and (iii) if MSP is located anywhere else in the world, be governed by the laws of the State of Minnesota, United States, and shall be brought in the federal and state courts located in Hennepin County, Minnesota. Each party hereby agrees that the applicable courts identified in this Section (*Choice of Law*) shall have personal and exclusive jurisdiction over such disputes. In the event that any matter is brought in a provincial, state or federal court each party waives any right that such party may have to a jury trial. 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, shall not apply to the Agreement. This Section (*Choice of Law*) governs all claims arising out of or related to this Agreement, including tort claims.

12.15. <u>Construction</u>. The parties agree that the terms and conditions of the Agreement result from negotiations between them, and shall not be construed in favor of or against either party by reason of authorship.

12.16. <u>U.S. Government End-Users</u>. The Licensed Software and Documentation are commercial items, as that term is defined in 48 CFR 2.101, consisting of commercial computer software and commercial computer software documentation, as those terms are used in 48 CFR 12.212. If the Licensed Software and Documentation is acquired by or on behalf of the U.S. government or by a U.S. government contractor (including without limitation prime contractors and subcontractors at any tier), then in accordance with 48 CFR 227.7202-4 (for Department of Defense licenses only) and 48 CFR 12.212 (for licenses with all federal government agencies), the government's rights to the Licensed Software and Documentation are limited to the commercial rights and restrictions specifically granted in the Agreement. The rights limited by the preceding sentence include, without limitation, any rights to reproduce, modify, perform, display, disclose, release, or otherwise use the Licensed Software and Documentation. This Section (*U.S. Government End-Users*) does not grant MSP any rights not specifically set forth in the Agreement. MSP shall not remove or deface any legal notice appearing in the Licensed Software or Documentation or on any packaging or other media associated with the Licensed Software or Documentation.

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12.17. <u>Compliance with Applicable Laws; Technology Export</u>. MSP will comply in all respects with any and all applicable laws, rules and regulations (including, without limitation, all privacy, data protection, and trade control laws, rules or regulations) and obtain all permits, licenses and authorizations or certificates that may be required in connection with MSP's exercise of its rights and obligations under any part of the Agreement. MSP represents and warrants that:

12.17.1.   they are not located in, under the control of, or a national or resident of any country to which the export of the Licensed Software or Documentation would be prohibited by the applicable laws, rules or regulations of the United States or Canada or other applicable jurisdiction;

12.17.2.   they are not an individual to whom the export of the Licensed Software or Documentation would be prohibited by the laws of the United States, Canada or other applicable jurisdiction;

12.17.3.   they have and will continue to comply with applicable laws, rules and regulations of the United States, Canada and other applicable jurisdiction(s) and of any state, province, or locality or applicable jurisdiction governing exports of any product or service provided by or through Entrust;

12.17.4.   they will not use the Entrust Technology for any purposes prohibited by applicable laws, rules or regulations on exports, including, without limitation related to nuclear, chemical, or biological weapons proliferation;

12.17.5.   they are legally distinct from, not acting on behalf of, and not associated with any individuals or entities appearing on US or Canadian sanctions lists ("Blocked Persons"). "Associated" for purposes of the Agreement means the MSP and/or their respective affiliates and subsidiaries are owned in the aggregate, directly or indirectly, fifty (50%) percent or more by one or more Blocked Persons, or the Blocked Person is an employee, executive, director, or other individual or entity exercising control, directly or indirectly, over the MSP. The US Treasury Department, Office of Foreign Assets Control ("OFAC") sanctions lists can be found at https://sanctionssearch.ofac.treas.gov/. The Canadian listed persons and sanctions lists can be found at https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/listed_persons-personnes_inscrites.aspx?lang=eng; MSP shall not enter into support agreements with Blocked Persons or entities or persons prohibited under US or Canadian export control laws or regulations, including the Export Administration Regulations. MSP shall notify Entrust without undue delay if it becomes aware that it has entered into a support agreement in violation of any applicable sanctions or export control laws, rules and regulations. MSP shall also without undue delay take all steps necessary in order to mitigate any such violation;

12.17.6.   they are legally distinct from, and not an agent of any individuals or entities appearing on the US Department of Commerce, Bureau of Industry and Security ("BIS") Denied Persons List, Unverified List, and Entity List. BIS Denied Persons List can be found at https://www.bis.doc.gov/index.php/the-denied-persons-list, Unverified List can be found at https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=15:2.1.3.4.28#ap15.2.744_122.6 and, the BIS's Entity List can be found at https://www.bis.doc.gov/index.php/documents/regulations-docs/2326-supplement-no-4-to-part-744-entity-list-4/file; and

12.17.7.   in the event any of the above statements and representations in Subsections 12.17.1 to 12.17.6 are incorrect or the MSP engages in any conduct that is contrary to

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sanctions or export controls, any agreements, purchases order, performance of services, or other contractual obligations of Entrust are immediately terminated.

12.17.8.   MSP shall ensure that each of its Sub-MSPs and Tenants complies with the provisions in Section 12.17 (*Compliance with Applicable Laws; Technology Export*).

12.18.   <u>Entire Agreement</u>. The Agreement and items expressly incorporated into any part of the Agreement form the entire agreement of the parties. All terms and conditions on any purchase orders, supplier registration forms, supplier code of conduct, or similar document issued by MSP shall not amend the terms of the Agreement and will be of no force or effect notwithstanding any term or statement to the contrary made in such document. Neither party has entered into the Agreement in reliance upon any representation, warranty, condition or undertaking of the other party that is not set out or referred to in the Agreement.

12.19.   <u>Amendment</u>. The Agreement may be amended by Entrust from time to time by posting a new version on its website, and such new version will become effective on the date it is posted except that if Entrust modifies the Agreement in a manner which materially reduces MSP's rights or increases MSP's obligations and such changes are not required for Entrust to comply with applicable laws, the changes will become effective sixty (60) days after Entrust provides MSP written notice of changes (email or posting notice at the Service portal to suffice as adequate notice). If MSP objects in writing during that sixty (60) day period, the changes to the Agreement will become effective at the end of MSP's current subscription term. Notwithstanding the foregoing, provisions of this Section (*Amendment*), amendment of the AUP is governed by the AUP. The Agreement may not be modified by MSP except by formal agreement in writing executed by both parties.

12.20.   <u>Insurance</u>. MSP shall have and maintain in force appropriate insurance with reputable authorized insurers of good financial standing which shall cover the liability of MSP for the performance of its obligations under the Agreement. MSP shall provide to Entrust, upon written request from Entrust but not more than once in any twelve (12) month period, written confirmation from the arranging insurance brokers that such insurances are in effect. The provisions of any insurance or the amount of coverage shall not relieve MSP of any liability under the Agreement. It shall be the responsibility of MSP to determine the amount of insurance coverage that will be adequate to enable MSP to satisfy any liability in relation to the performance of its obligations under the Agreement.

12.21.   <u>No Exclusivity</u>. Nothing in the Agreement shall prevent Entrust or its Affiliates from providing to a third party the same or similar products, services or deliverables as those provided to the MSP pursuant to the Agreement.

12.22.   <u>Language</u>. The definitive version of this Agreement is written in English. If this Agreement is translated into another language and there is a conflict between the English version and the translated version, the English language version controls. If MSP is located in Quebec, the parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English; les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais. Some versions of the Entrust Technology which have been designated as localized or country-specific may nonetheless contain certain components and/or interfaces that are in the English language only.

12.23.   <u>Interpretation</u>. The parties agree that the Agreement will be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party, and that ambiguities

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will not be interpreted against the party that drafted the relevant language. In the Agreement, the words "including", "include" and "includes" will each be deemed to be followed by the term "without limitation". The section or other headings in the Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of the Agreement. Any exhibit, document or schedule referred to in the Agreement means such exhibit, document or schedule as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by the Agreement. References to any statute or regulation mean such statute or regulation as amended at the time and includes any successor statute or regulation.   Unless otherwise stated, references to recitals, sections, subsections, paragraphs, schedules and exhibits will be references to recitals, sections, subsections, paragraphs, schedules and exhibits of the Agreement. All dollar amounts in the Agreement are in U.S. currency unless otherwise indicated.

IDENTITY PROOFING SPECIAL TERMS AND CONDITIONS

These Identity Proofing Special Terms and Conditions ("ID Proofing Special Terms") are attached to the Entrust Identity as a Service Terms of Service ("Terms of Service"), and contains the terms and conditions that govern access to and use of Identity Proofing (as defined herein). Capitalized terms not defined in Section 1 herein or elsewhere in these ID Proofing Special Terms shall have the meaning set out in the Terms of Service. References to articles or sections herein shall be to articles or sections in these ID Proofing Special Terms unless otherwise expressly stated. Provisions in these ID Proofing Special Terms will prevail with respect to Identity Proofing over any conflicting provision in the Terms of Service.

1. **DEFINITIONS**.

1.1. "MSP Application" means the application developed by MSP, Sub-MSP, or Tenant pursuant to the SDK License (as defined herein) to be used to access and use Identity Proofing.

1.2. "MSP Data", in addition to its meaning in the Terms of Service, with respect to Identity Proofing means Device Information, Risk Information, Identity Proofing Results, as well as data or information collected using the MSP Application.

1.3. "Database" means the centralized Global Intelligence Platform owned, operated and maintained by Entrust (or its service providers) which contains Device Information and associated information including Risk information.

1.4. "Device" means a particular computer, mobile phone, desktop, tablet or other computing device.

1.5. "Device Information" means a set of Device attributes and characteristics that are designed to identify a particular Device.

1.6. "Identity Proofing" means the identity proofing functionality which forms part of the Service (if selected by MSP and approved by Entrust in an Order).

1.7. "Identity Proofing SLA" means the Entrust's service level agreement specific to Identity Proofing, as set out in Attachment A to these ID Proofing Special Terms.

1.8. "Response" means the recommendation, including Risk Information, returned by Identity Proofing about a Device which has been evaluated by Identity Proofing.

1.9. "Risk" means risk including, without limitation, transaction, abuse, reputation and fraud risk.

1.10. "Risk Information" means information relating to specific Risk(s).

1.11. "SDK License" means the Entrust Mobile ID Proofing SDK License through which MSP, Sub-MSP or Tenant may obtain a license to use the Mobile ID Proofing software development toolkit. The SDK License is a separate license agreement and is not a part of the Agreement.

1.12. "User" means any individual end user who accesses and/or uses Identity Proofing through the MSP Account, via the MSP Application.

2. **USE OF IDENTITY PROOFING.**

2.1. Grant of License. Subject to MSP's compliance with the Agreement, Entrust grants to MSP, during the ID Proofing Term (as defined herein), a worldwide, non-exclusive, nontransferable, non-sub-licensable right to, all in accordance with the Documentation, provide its User(s) with access to and/or use of Identity Proofing, through the MSP Account, via the MSP Application:

2.1.1. for the purpose of authenticating the identity of a User, extracting identity information or data from the User's identity document(s), and sending authentication results (resulting from (i) through (iv) above) to MSP ("Identity Proofing Results"), and not for resale or any other commercial purpose;

2.1.2. for the purpose of collecting and processing Device Information and providing Responses to MSP.

2.2. Service Levels. The sole remedies for any failure of Identity Proofing are listed in the Identity Proofing SLA. Service credits issued pursuant to the Identity Proofing SLA, if any, will only be applied against the costs associated with MSP's subsequent subscription renewal. Entrust is not required to issue refunds for or to make payments against such service credits under any circumstances.

3. **CUSTOMER DATA & PRIVACY.**

3.1. Service Regions. The Service Regions available for selection by MSP may be different for Identity Proofing than for the main components of the Service, depending on the nature of the MSP Data, Personal Data, or Service Data (and the related Entrust hosting provider). With respect to the MSP Data and Personal Data that Entrust may collect pursuant to Identity Proofing, MSP consents to the storage in and/or the transfer into, the Service Region(s) which the MSP has selected. MSP further grants to Entrust (or its Affiliates, and any of their respective applicable subcontractors and hosting providers), a world-wide, limited right, during the ID Proofing Term, to host, copy, transmit and display MSP Data and Personal Data as reasonably necessary for Entrust (or its Affiliates, and any of their respective applicable subcontractors and hosting providers) to provide Identity Proofing in accordance with the Agreement.

3.2. Excluded Data (Exception). Notwithstanding the provisions set out in Section 5.4 (*Excluded Data*) of the Terms of Service, Identity Proofing may involve the processing of Excluded Data. As such, Section 5.4 (*Excluded Data*) of the Terms of Service shall not apply with respect to any Excluded Data that is necessary or required in order for Entrust to provide Identity Proofing to MSP and its Users pursuant to the Agreement, but only to the extent necessary or required. MSP acknowledges and agrees that the provisions of Section 5.4 (*Excluded Data*) of the Terms of Service shall continue to apply in all other cases, along with all other disclaimers, limitations and exclusions contained in the Terms of Service.

3.3. Consents; Accuracy; Rights. MSP represents and warrants that, before authorizing a User to use Identity Proofing and before providing MSP Data or Personal Data to Entrust, MSP will have provided and/or obtained the requisite rights, consents or permissions, and made all requisite disclosures (if any), to Users in accordance with all applicable laws, rules or regulations for the collection, use, and disclosure of the MSP Data or Personal Data contained therein, by Entrust (including any of its Affiliates, and any of their respective applicable subcontractors and hosting providers) in accordance with the Agreement. MSP further represents and warrants to Entrust that such MSP Data or Personal Data is accurate and up-to-date (and that MSP shall correct or update it as required), and that no MSP Data or Personal Data will violate or infringe (i) any third-party intellectual property, publicity, privacy or other rights; (ii) any applicable laws, rules or regulations or the AUP; or (iii) any third-party products or services terms and conditions. MSP will be fully responsible for any MSP Data or Personal

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Data submitted, uploaded, or otherwise provided to Identity Proofing by any Sub-MSP, Tenant and/or User as if it was submitted, uploaded, or otherwise provided by MSP. MSP is solely responsible for the accuracy, content and legality of all MSP Data and Personal Data.

3.4. <u>Rights in MSP Data and Personal Data</u>. As between the parties, MSP will retain all right, title and interest (including any and all intellectual property rights) in and to the MSP Data and Personal Data provided to Entrust. Subject to the terms of the Agreement, MSP hereby grants to Entrust a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the MSP Data and Personal Data contained therein solely to the extent necessary to provide Identity Proofing to MSP, and to sub-license such rights to any of Entrust's applicable subcontractors.

3.5. <u>Rights in Certain Data (Device Reputation)</u>. As between the parties, Entrust owns and will retain all right, title and interest (including but not limited to any copyright, patent, trade secret, trademark or other proprietary and/or intellectual property rights) in and to Identity Proofing, and the Device Information, Database, and any Response. For clarity, the foregoing does not mean that Entrust owns or retains any right, title or interest in or to the data elements comprising the Device Information, the Database, or any Response. The foregoing is an acknowledgement that, as between the parties, Entrust will retain any right, title and interest it may have in the Device Information, Database, and any Response, as collective works. MSP acknowledges that the Device Information and the Database, as collective works, may be Confidential Information of Entrust.

4. **CUSTOMER'S RESPONSIBILITIES, RESTRICTIONS & ACKNOWLEDGEMENTS.**

4.1. <u>Compliance with Laws</u>. MSP represents, warrants and covenants that is shall (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, Identity Proofing and shall notify Entrust as soon as possible if it becomes aware of any unauthorized access or use of Identity Proofing; (ii) use Identity Proofing only for lawful purposes; (iii) not knowingly violate any law of any country with its use of Identity Proofing; and (iv) not knowingly violate the intellectual property rights of any third party with its use of Identity Proofing.

4.2. <u>Users; Identity Proofing Access</u>. . MSP is responsible and liable for: (a) handling, use, and/or consequences or impact of Results or Responses resulting from use of Identity Proofing (e.g. impact on User's credit rating or ability to open accounts or any other unfavorable impact).

5. **TERM, TERMINATION & SUSPENSION.**

5.1. <u>Term</u>. Unless otherwise specified in the Order Form that includes the subscription for Identity Proofing, these ID Proofing Special Terms will commence on the date the Order Form is accepted by Entrust, and will remain effective for the subscription period specified for Identity Proofing in the Order Form, unless terminated earlier in accordance with the Agreement ("ID Proofing Term"). Upon expiration of the ID Proofing Term, MSP may elect to renew its subscription pursuant to these ID Proofing Special Terms for an additional length of time, as set forth in an Order Form for renewal, in which case the ID Proofing Term for Identity Proofing will be extended to include such additional length of time upon payment of the applicable fees for the additional length of time, all as set out in the Order Form for renewal.

5.2. <u>Termination or Suspension for Cause</u>. Entrust may, at its sole discretion, suspend or terminate MSP's and/or Users' access to Identity Proofing at any time, without advanced notice, if: (a) Entrust reasonably concludes that MSP and/or Users have conducted themselves in a way (i) that is not consistent with or violates the requirements of the AUP, the Documentation, or is otherwise in breach of the Agreement; or (ii) in a way that subjects Entrust to potential liability or interferes with the use of

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Identity Proofing by other Entrust customers and/or users; (b) Entrust deems it reasonably necessary to do so to respond to any actual or potential security concerns, including, without limitation, the security of other Entrust customers' and/or users' information or data processed by Identity Proofing; or (c) Entrust reasonably concludes that MSP and/or Users are violating applicable laws, rules or regulations. Entrust may also, without notice, suspend MSP's and/or User's access to Identity Proofing for scheduled or emergency maintenance. Termination of these ID Proofing Special Terms will not necessarily result in termination of the entire Agreement (e.g. if MSP has an Identity as a Service subscription then the Terms of Service and the applicable Order Form may still be active).

5.3. <u>Effects of Termination</u>. Upon termination or expiration of these ID Proofing Special Terms, Entrust will have no further obligation to provide Identity Proofing to MSP, MSP will immediately cease all use of Identity Proofing, and MSP will return all copies of Confidential Information to Entrust or certify, in writing, the destruction thereof, destroy any copies of MSP Data, Personal Data, Service Data, and Documentation (unless continued rights to use exist pursuant to the Agreement (e.g. if MSP continues to have an Identity as a Service subscription despite the termination or expiry to these ID Proofing Special Terms). Termination is without prejudice to any right or remedy that may have accrued or be accruing to either party prior to termination. Any provision of this Agreement which contemplates or requires performance after the termination of this Agreement or that must survive to fulfill its essential purpose, including the terms of this Section (*Effects of Termination*), confidentiality, disclaimers, limitations and exclusions of liability, and any payment obligations, will survive the termination and continue in full force and effect until completely performed. Termination is without prejudice to any right or remedy that may have accrued or be accruing to either party prior to termination. Termination will not relieve MSP (directly or through an authorized reseller) from any obligation to pay Entrust any and all fees or other amounts due under the Agreement.

ATTACHMENT A

TO IDENTITY PROOFING SPECIAL TERMS AND CONDITIONS

IDENTITY PROOFING SLA

Service Commitment
Entrust will use commercially reasonable efforts to make Identity Proofing available 99.8% of the time during any monthly billing cycle. In the event Identity Proofing does not meet the 99.8% target, MSP will be eligible to receive a Service Credit as described below.

Definitions. Capitalized terms not defined in Section 1 herein or elsewhere in this Attachment A shall have the meaning set out in the ID Proofing Terms.

- "**Monthly Uptime Percentage**" is calculated by subtracting from 100% the percentage of minutes during the month in which Identity Proofing was unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (as defined below).

- "**Service Credit**" is, for the purposes of this Attachment A, a dollar credit, calculated as set forth below, that will be credited by Entrust to MSP's future invoices.

Service Credits
Service Credits are calculated based on the number of transactions that could have been processed during the downtime x the transaction fee that would have been paid by MSP if those transactions had been processed.

If the downtime is less than a full hour:
Step 1 – Calculate the Number of Transactions Processed During the Previous Calendar Quarter. The number of transactions that could have been processed is calculated based on the total number of transactions actually processed by Entrust on MSP's behalf during the calendar quarter immediately preceding the date on which the downtime occurred.

Step 2 – Calculate the Total Number of Hours in the Calendar Quarter. Calculate the number of days in the calendar quarter and multiply by 24 hours per day.

Step 3 – Divide Step 1 by Step 2 to arrive at the average number of transactions processed per hour during the previous calendar quarter:

$$\frac{\text{Step 1}}{\text{Step 2}} = \text{Average Number of Transactions Processed Per Hour}$$

Step 4 – Divide the amount of actual downtime by 60 minutes to arrive at the pro rata amount of an hour that the downtime represents:

$$\frac{\text{Minutes of Downtime}}{60} = \text{Pro Rata Portion of 1 Hour Represented by the Downtime}$$

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Step 5 – Multiply the result of Step 4 (the pro rata portion of 1 hour represented by the downtime) by the result of Step 3 (the average number of transactions processed per hour) to arrive at the number of transactions that could have been processed during the downtime:

Step 4 x Step 3 = the Number of Transactions that Could Have Been Processed During the Downtime

Step 6 – Multiply Step 5 by the appropriate fee set forth in the applicable Order Form.

Step 5 x Transaction Fee = Service Credit

A Service Credit will be issued for the amount arrived at in Step 6.

If the downtime is a full hour:
For any full hour of unavailability, the MSP will receive a Service Credit for the number of transactions that could have been processed in the hour (Step 3) multiplied by the Transaction Fee set forth in the applicable Order Form.

Example:
- **Step 1** = 5,000 transactions during the previous calendar quarter
- **Step 2** = 91 days in the calendar quarter x 24 hour/day = 2,184 hours during the quarter
- **Step 3** = 5,000 (Step 1) divided by 2,184 (Step 2) = 2.5 transactions processed per hour
- **Step 4** = Assume downtime = 65 minutes so 60 minutes is one full hour leaving 5 minutes for the balance of the calculation. Divide 5 minutes by 60 minutes = 8.3% of an hour is represented by the downtime
- **Step 5** = 8.3% (Step 4) x 2.5 transactions processed during an hour (Step 3) = 1 transaction when rounded up to a whole transaction
- **Step 6** = 1 (Step 5) x $1.00 (transaction fee per transaction) = Service Credit of $1.00
- **Step 7** = Service Credit for less than a full hour (Step 6) + average number of transactions processed per hour (Step 3) multiplied by the transaction fee per transaction or $1 transaction fee + (2.5 average hourly transactions x $1 transaction fee) = $3.5 Service Credit for 65 minutes of downtime

Credit Request and Payment Procedures
Within thirty (30) days of the end of the relevant calendar month, MSP must submit a written request to Entrust for a Service Credit, along with sufficient information for Entrust to verify the time(s) and date(s) of the event for which MSP is claiming a Service Credit. If the Monthly Uptime Percentage when calculated by Entrust falls below the Uptime Guarantee, then Entrust will notify MSP that a Service Credit will be issued to MSP within one billing cycle following the month in which such request was confirmed by Entrust and the amount of the Service Credit. MSP's failure to request a Service Credit in a timely manner or provide sufficient information to Entrust that Entrust may reasonably request in order to verify the Monthly Uptime Percentage will disqualify MSP from receiving a Service Credit.

Exclusions
Exclusions shall not be included in the calculation of the time Identity Proofing was available in any given calendar month. As used herein, "Exclusion" shall mean any unavailability: (i) due to Entrust's planned maintenance or downtime the occurrence of which MSP received at least 24-hour advance written notice; (ii) caused by factors outside of Entrust's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Identity Proofing; (iii) that result from the MSP Application, or failure of equipment, software, technology or facilities provided by MSP, including but not limited to, network unavailability or bandwidth limitations outside of Entrust's network; (iv) that results from a failure of the device reputation functionality made available as part of Identity Proofing; or (v) arising from Entrust's suspension and termination of MSP's right to use Identity Proofing in accordance with the Agreement.