



ENTRUST IDENTITYGUARD CLOUD SERVICES PARTNER PROGRAM AGREEMENT

ATTENTION - READ CAREFULLY: THIS ENTRUST IDENTITYGUARD CLOUD SERVICES PARTNER PROGRAM AGREEMENT IS A LEGAL CONTRACT BETWEEN THE YOU AND ENTRUST. BEFORE CONTINUING, PLEASE CAREFULLY READ THIS AGREEMENT. THIS AGREEMENT CONTAINS LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES. IF YOU ARE LOCATED IN THE UNITED STATES, "ENTRUST" SHALL MEAN ENTRUST, INC. IF YOU ARE LOCATED OUTSIDE OF THE UNITED STATES, "ENTRUST" SHALL MEAN ENTRUST LIMITED. "AFFILIATES" OF ENTRUST SHALL MEAN ALL CORPORATIONS OR OTHER ENTITIES CONTROLLED DIRECTLY OR INDIRECTLY BY ENTRUST, INC. THE INDIVIDUAL WHO AGREES TO THIS AGREEMENT REPRESENTS AND WARRANTS: (I) YOU HAVE THE LEGAL AUTHORITY TO BIND THE YOUR ORGANIZATION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCEPT THIS AGREEMENT AND DO NOT MAKE USE OF THE PARTNER PORTAL. IN THIS CONTEXT, YOUR ORGANIZATION MEANS THE ENTITY, ORGANIZATION OR COMPANY SPECIFIED AT THE PARTNER PORTAL REGISTRATION PAGE(S) ASSOCIATED WITH THIS AGREEMENT ("YOU", "YOUR" OR "PARTNER").

1. **DEFINITIONS** The following words and phrases, when used in the singular or plural, will have the meanings given to them below:

"**Addendum**" means additional terms and conditions for service purchase arrangements (as described in such Addendum) that are expressly incorporate this Entrust IdentityGuard Cloud Services Partner Program Agreement by reference and which remain applicable for the time period indicated in the applicable Addendum.

"**Agreement**" means this Entrust IdentityGuard Cloud Services Partner Program Agreement and any Addenda (for the duration of time specified in each such Addendum).

"**Partner Portal**" means the extranet portal location that is branded as Entrust IdentityGuard Cloud Services that is or will be accessible to Your authorized personnel using the Partner Portal ID(s) provided to You by Entrust.

"**Partner Portal ID**" means the Partner Portal user credentials issued by Entrust to You.

"**Program**" means the IdentityGuard Cloud Services Partner Program described by this Agreement and any Addendum (if any, and there may be more than one) expressly identified as such that incorporates this Agreement by reference (each an "Addendum" and collectively the "Addenda") that You agree to at the Partner Portal to make services available for purchase through the Partner Portal internet web site.

"**Program Materials**" means the welcome kit, partner portal administration guide or other similar documents that Entrust may provide to you in connection with the Program.

"**Term**" means collectively the Initial Term and each Renewal Term (if any) as such phrases are defined in Section 2(a) (Term).

2. AGREEMENT AND TERM

a) **Term.** This Agreement will become effective upon the date that You have agreed to it ("Effective Date"), and will remain in force for a term of one year (the "**Initial Term**"), unless otherwise terminated as provided herein. This Agreement will be automatically extended for an additional term of one year ("**Renewal Term**") at the end of the Initial Term and at the end of each Renewal Term hereunder unless, on or before thirty (30) days prior to the end of the Initial Term or any Renewal Term, as the case may be, either of us notifies the other party that it wishes to terminate the Agreement at the end of such term. **NEITHER PARTY WILL BE LIABLE FOR DAMAGES OR COSTS OF ANY NATURE ARISING FROM THE EXPIRATION OR TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.**

b) **Program Benefits.** The benefits available to You through the Program are set out in the Program Materials and this Agreement.

c) **Termination.** Either of us may terminate this Agreement immediately if the other party: (a) assigns or attempts to assign this Agreement or any rights hereunder to a third party except as permitted by this Agreement, (b) fails to correct a material breach of this Agreement within thirty days after receipt of notice thereof, (c) files a bankruptcy petition or has such a petition filed involuntarily against it, becomes insolvent, makes a material change of ownership, makes an assignment for the benefit of creditors, consents to the appointment of a trustee, or if bankruptcy, reorganization or

insolvency proceedings are instituted by or against it, or (d) is in breach of any payment obligation or infringes the intellectual property rights of the terminating party. Either of us may also terminate this Agreement for convenience with five (5) days prior written notice. If You have previously agreed to an earlier version of the Entrust IdentityGuard Cloud Services Partner Program Agreement at the Partner Portal ("Earlier Agreement"), this Agreement hereby replaces and supersedes such Earlier Agreement as of the Effective Date.

3. PARTNER LOGO; PROGRAM MATERIALS.

a) **License Grant.** Subject to the terms and conditions of this Agreement, Entrust grants to You a non-exclusive, non-transferable license for the Term to use the Entrust Partner Trademark (as shown below) in electronic media such as web sites, and marketing collateral unless terminated earlier in accordance with its provisions, or otherwise withdrawn by Entrust. This grant of license to use the Entrust Partner Trademark is discretionary and may be revoked by Entrust at any time for any reason and for no reason on written notice to You.

Entrust Partner Trademark:

The logo consists of the word "Entrust" in a bold, red, sans-serif font, followed by a registered trademark symbol (®), and the word "Partner" in a bold, black, sans-serif font.

b) **Trademark Usage.** This Section 3(b) shall apply to the Entrust Partner Trademark and any other designated trademarks (if any) set out in the Program Materials for your partner classification (collectively the "Trademarks"). You shall only use the current form of the Trademarks, which may be modified from time to time by Entrust with notice to You. You shall not use the Trademarks in a manner that would jeopardize the Trademarks or damage or detract from Entrust's goodwill or interest in the Trademarks. You shall at all times use the Trademarks in conformance with Entrust's Trademark Usage Guidelines, which may be changed from time to time and are available from Entrust. You shall submit to Entrust for prior approval, in the manner in which Entrust directs, all packaging, advertising, and other material on which any Trademark appears or in which You intend to use the Trademarks. You acknowledge that the Trademarks (including the goodwill therein) are, and shall remain, the sole and exclusive property of Entrust and that no rights are conferred upon You except as specifically set forth in this Agreement. All use of the Trademarks shall inure to the benefit of Entrust. You shall not file any application for trademark registrations for the Trademarks or any trademarks which are confusingly similar to the Trademarks or any other of Entrust's trademarks. You shall advise Entrust of any infringement or potential apparent infringement of the Trademarks promptly upon becoming aware of any such infringement or potential infringement. Nothing contained in this Agreement shall be construed to require Entrust to file any trademark application, secure any trademark registration, or maintain any trademark registration.

c) **Program Materials.** Subject to the terms and conditions of this Agreement, Entrust hereby grants to You for the Term, and You accept, a non-exclusive, non-transferable, internal license to use and copy the Program Materials to enable You to participate in the Program. You shall not sublicense or distribute the Program Materials to any third party without the written consent of Entrust.

4. PAYMENT.

a) **Payment Terms and Taxes.** Except as otherwise expressly provided in this Agreement, all amounts due under this Agreement will be paid within thirty days from the date that a party receives an invoice from the other party, in United States Dollars, without withholding or offset of any kind. All amounts payable are exclusive of freight and all taxes, duties, levies, assessments or charges now or hereafter levied or imposed in any way whatsoever by the appropriate authorities in the relevant jurisdictions, including without limitation any commissions and all sales, property, excise, duties, withholding and other federal and local taxes (other than those based on a Party's net income). All such applicable taxes will be paid by the invoice receiving party unless such party provides the invoicing party with an exemption certificate or document acceptable to the appropriate authorities.

5. DISCLAIMER OF WARRANTIES.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY MAKES ANY REPRESENTATIONS OR GIVES ANY WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, ARISING AS A RESULT OF USAGE OF TRADE, STATUTORY, OR OTHERWISE IN LAW OR EQUITY, REGARDING ANY MATTER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY (INCLUDING SUCH PARTY'S, SUBSIDIARIES, PARENTS, LICENSORS, EMPLOYEES, OR DIRECTORS) 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.

WITH RESPECT TO ALL CLAIMS, ACTIONS AND CAUSES OF ACTION ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) NEITHER PARTY'S LIABILITY WILL EXCEED, IN THE AGGREGATE, ONE THOUSAND UNITED STATES DOLLARS (\$1,000 U.S.).

ALL OF THE LIMITATIONS SET FORTH ABOVE SHALL NOT APPLY TO (I) CLAIMS ARISING FROM ANY BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, OR (II) CLAIMS ARISING FROM ANY INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (III) A PARTY'S OBLIGATION TO PROVIDE INDEMNIFICATION THAT IS EXPRESSLY SET FORTH IN THIS AGREEMENT, OR (IV) A PARTY'S OBLIGATION TO PAY ANY FEES

OR CHARGES THAT ACCRUE PURSUANT TO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS CONTAINED IN THIS AGREEMENT REPRESENT OUR EXPRESS AGREEMENT WITH RESPECT TO THE ALLOCATION OF RISKS BETWEEN THE PARTIES AND BOTH OF US FULLY UNDERSTAND AND IRREVOCABLY ACCEPT SUCH LIMITATIONS. BOTH OF US ACKNOWLEDGE THAT BUT FOR THE LIMITATIONS CONTAINED IN THIS AGREEMENT, WE WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

7. CONFIDENTIALITY

“**Confidential Information**” means any business, marketing, technical, scientific or other information disclosed by Entrust (including our Affiliates) which, at the time of disclosure is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by a person, exercising reasonable business judgment, to be confidential. Confidential Information of Entrust will include, without limitation, the terms and conditions of this Agreement including any Addenda and the Schedules attached hereto and the Program Materials, pricing and marketing information, all technical information pertaining to products and services available from Entrust (including without limitation all technical specifications around the partner portal and any application programming interfaces), and all information available at the Partner Portal. Confidential Information does not include information which is (i) already known by the receiving party without an obligation of confidentiality, (ii) publicly known or becomes publicly known through no unauthorized act of the receiving party, (iii) rightfully received from a third party without obligation of confidentiality, (iv) disclosed without similar restrictions by the disclosing party to a third party, (v) approved by Entrust for disclosure, or (vi) required to be disclosed pursuant to a requirement of a governmental agency or law so long as the receiving party is provided with timely prior written notice of such requirement. You will retain the Confidential Information in confidence and will use, disclose, and copy it solely for the purpose of, and in accordance with, this Agreement. You will only disclose Confidential Information to those of its employees with a need to know such Confidential Information. You 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, disclosure, or publication of the Confidential Information. If You are compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information, You will use reasonable efforts to provide prior notice to Entrust to allow Entrust to seek protective or other court orders.

8. GENERAL

- a) **No licenses.** Unless otherwise expressly provided for in this Agreement, no licenses to any technology, trademarks, or any other item containing the intellectual property rights of a party or any third party are granted by virtue of this Agreement.
- b) **Force Majeure.** Except for the obligation to pay money, neither of us will be liable to the other party for non-performance of this Agreement, if the non-performance is caused by events or conditions beyond that party's control (including without limitation where performance would be contrary to law) and the party gives prompt notice and makes all reasonable efforts to perform.
- c) **Severability; Waiver.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. Unless expressly permitted by this Agreement, no amendment or waiver of this Agreement will be binding unless executed in writing by the parties.
- d) **Relationship.** Neither party is the agent or employee of the other for any purpose whatsoever. Nothing in this Agreement will be construed so as to create a joint venture, partnership, employment, franchise, or agency relationship between the parties. No party will have the right to incur any obligation or liability on behalf of the other party.
- e) **Assignment.** Neither party may assign its rights or delegate its obligations, or any part thereof under this Agreement without prior consent of the other party. Notwithstanding the foregoing, Entrust may assign this Agreement to an Entrust Affiliate or in connection with a sale, merger, or other transfer of all or substantially all of the assets or stock of the business to which this Agreement relates. Entrust may also assign its rights to receive payments hereunder to any Entrust Affiliate. The obligations of Entrust described in this Agreement may be performed by Entrust, itself and through its Affiliates, or through a subcontractor provided that Entrust remains responsible for the performance of such obligations. You warrant that You shall cause each such Affiliate to comply with the terms and conditions of this Agreement to the full extent as if the Affiliate were a party hereto, and that any act or omission relating to this Agreement (including without limitation a breach hereof) by such Affiliate shall constitute an act or omission of You. Upon request by Entrust, You will provide Entrust with a written list of all such Affiliates.
- f) **Notice.** Unless otherwise expressly provided for in this Agreement, 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:

Three Lincoln Centre
5430 LBJ Freeway, Suite 1250
Dallas, TX 75240
Attention: Chief Legal Officer
Fax: (972) 728-0440

With a copy to:
1000 Innovation Drive, Ottawa, Ontario, Canada.
K2K 3E7
Attention: Contracts department
Fax: (613)-270-3068

For Partner: Unless otherwise expressly provided for in this Agreement, all notices to You may be delivered to the address that You supplied to Entrust at the Partner Portal or by email to the business contact specified at the Partner

Portal.

g) **Effect of Termination and Survival.** Upon termination or expiration of this Agreement all rights and licenses granted to You under this Agreement will cease. In addition to any surviving provisions expressly identified in any Addenda hereto, the following Sections of this Agreement will survive termination or expiration: Sections 1 (Definitions), 4 (Payment), 5 (Disclaimer of Warranties), 6 (Limitation of Liability), and 8 (General). Section 7 (Confidentiality) shall survive for a period of five (5) years. All payment obligations that have accrued prior to the date of termination or expiry will survive and will be paid forthwith. On termination or expiration of this Agreement for any reason, upon request Partner will return any Confidential Information in its possession or certify the destruction of such Confidential Information in writing within ten (10) days.

h) **Governing Law.** If You are organized according to the laws of (i) the United States or any State therein, this Agreement will be governed by the laws of Texas and the courts in Dallas, Texas will have exclusive jurisdiction over any action or proceeding arising out of or relating to this Agreement; (ii) Australia or any Province or Territory thereof, this Agreement will be governed by the laws of the New South Wales and the courts in Sydney, New South Wales will have exclusive jurisdiction over any action or proceeding arising out of or relating to this Agreement; or (iii) the laws of any other jurisdiction other than those listed in (i) and (ii), then this Agreement will be governed by the laws of the Province of Ontario, Canada and the courts in Ottawa, Ontario, Canada will have exclusive jurisdiction over any action or proceeding arising out of or relating to this Agreement. No choice of laws provisions will apply to this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded. The parties waive any right to a jury trial with respect to any action brought in connection with this Agreement.

i) **Currency.** All dollar amounts in this Agreement are in U.S. currency.

j) **Interpretation.** Regardless of which of us may have drafted this Agreement, no rule of strict construction shall be applied against either of us. The division of this Agreement into sections and subsections, and the insertion of headings, are for convenience of reference only and will not affect its construction or interpretation. The word "will" shall be interpreted to express a mandatory obligation on a party. The word "may" shall be interpreted to express a discretionary obligation on a party. The phrase "each of us" shall be interpreted to mean "each party to this Agreement" and the phrase "either of us" shall be interpreted to mean "either party to this Agreement". The words "we" and "us", and the phrase "both of us", shall be interpreted to mean "the parties to this Agreement".

k) **Entire Agreement; Amendments.** This Agreement (including the schedules attached hereto, the Addenda (if any) executed by both of us and any subsequent written amendments signed by all parties), shall constitute the entire agreement between the parties hereto in respect of the subject matter of this Agreement and all previous correspondence, understandings, proposals and other communications shall be completely superseded by the terms hereof. Any varying or additional terms contained in any purchase order or other written notification shall be of no effect.

l) **Non-Exclusive Nature of Relationship.** Notwithstanding anything to the contrary described in this Agreement, nothing contained in this Agreement will prohibit either of us from entering into a similar arrangement with a third party.

m) **Contacts.** Each of us will provide the other party with relationship contact information and will provide the other with notice if and when this contact information changes. You agree that You shall not disclose Your Partner Portal ID to any person except as authorized by Entrust, and that if the information supplied by You in connection with Your application for the Partner Portal ID changes (for example, because Your personnel change), such changes will be promptly communicated in writing to Entrust.

n) **Precedence** In the event of a conflict between this Entrust IdentityGuard Cloud Services Partner Program Agreement and any Addendum, the Addendum shall prevail.

o) **English Language.** The parties have agreed that this Agreement be drawn-up in the English language. Les parties aux présentes ont convenu que le présent contrat soit rédigé en anglais. Furthermore, the parties hereto undertake never to contest the legality or validity of the present Agreement because of the fact that it has been drawn-up in the English language.

p) **Foreign Corrupt Practices Act.** We both acknowledge that we are familiar with the Foreign Corrupt Practices Act of the U.S. ("the FCPA") and the FCPA's prohibitions regarding the payment or giving of anything of value, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his official capacity or inducing the official to use his or his party's influence with that government, to obtain or retain business involving Entrust products or services. We both agree not to violate or knowingly let anyone violate the FCPA or any other similar legislation anywhere in the world with respect to the sale, licensing and use of Entrust products or services.