



INSTANT FINANCIAL ISSUANCE AS A SERVICE SCHEDULE

The Agreement for Entrust's Instant Financial Issuance as A Service is made up of these terms (the "IFI as a Service Schedule"), the Entrust General Terms and Conditions that are available at <https://www.entrust.com/general-terms.pdf> ("General Terms"), and an Order for such Products and Services. Capitalized terms not defined herein have the meanings given to them in the General Terms.

1. **DEFINITIONS.** The following capitalized terms have the meanings as set forth below whenever used in this Agreement.

- 1.1. "Cardholders" means any person(s) who is issued a payment card by the Customer using IFI as a Service.
- 1.2. "Customer Data" means any information (including without limitation data) about Users and Cardholders that is supplied to Entrust by or on behalf of Customer in connection with the IFI as a Service. Customer Data may include Personal Information and does not include Service Data.
- 1.3. "Entrust Software" means software products owned or licensed by Entrust to which Entrust grants Customer access as part of the IFI as a Service, including Documentation and any program updates provided as part of the IFI as a Service.
- 1.4. "IFI as a Service" means Entrust's Instant Financial Issuance cloud-based software as a service offering as defined in the Documentation.
- 1.5. "Offering" shall have the same meaning as found in the General Terms but also include any Products and Services included in transactions under this Agreement. All combined Offerings are collectively "Deliverables".
- 1.6. "Personal Information" shall have the meaning ascribed to "personally identifiable information," "personal information," "personal data" or equivalent terms as such terms are defined under Data Protection Laws.
- 1.7. "Service Data" means any information and data relating to the access, use, and/or performance of the IFI as a Service, including data generated in connection with Customer and/or Users' use of the IFI as a Service (e.g., analytics data, statistics data and performance data). No Customer Data is included in Service Data.
- 1.8. "Services Environment" refers to the combination of hardware and software components owned, licensed or managed by Entrust to which Entrust grants Customer and Users access as part of the IFI as a Service.
- 1.9. "SLA" means Entrust's standard IFI as a Service service level agreement, as may be modified from time to time, available at https://www.entrust.com/-/media/documentation/licensingandagreements/service-level-agreement_fii-cloud-service_september2020.pdf.
- 1.10. "Subscription Term" means the period specified in an Order during which Customer will have access and use of the IFI as a Service.
- 1.11. "User" means any entity or individual who directly or indirectly uses (or otherwise accesses) the IFI as a Service on Customer's behalf or through Customer's account, including, without limitation, Customer and its employees and agents.

2. **TERM AND TERMINATION.**



- 2.1. Agreement Term. The Agreement will have an initial term of 3 years beginning the Effective Date (“**Initial Term**”) and will be automatically renewed for additional period(s) of 1 year each (“**Renewal Term**”) (the Initial Term and Renewal Term(s) are together the “**Term**”) unless either party provides the other with written notice of termination at least 60 days in advance of the expiration of the then current Term. The termination of this Agreement will not result in the termination of any Order that remains outstanding after the date of termination unless the parties otherwise agree, and the terms of the Agreement and the General Terms will continue to apply to the Deliverables covered by such Order for as long as it remains in effect.
- 2.2. Term of IFI as a Service. The term of any IFI as a Service itemized in the Order will be for initial periods of 3 years, to begin upon the earlier date of (a) ninety (90) days of the execution of the Order or (b) when Customer’s environment is able to access the IFI as a Service Solution environment, and will renew automatically for additional periods of 1 year each unless either party provides written notice of the termination at least 90 days prior to the expiration of the then current term of the IFI as a Service.
- 2.3. Term of Maintenance Agreements. Unless otherwise stated in an Order, the terms of Equipment Maintenance itemized in the Order will be for initial periods of 1 year and will renew automatically for additional period(s) of 1 year each unless either party provides written notice of termination at least 90 days prior to the expiration of the then current term of the Deliverable.
- 2.4. Termination for Cause. Either party may terminate this Agreement or any Order for an uncured material breach 60 days after providing the breaching party with a written notice specifying the nature of the breach and the opportunity to cure the breach during the 60-day period.
- 2.5. Survival of Terms. Any provision of this Agreement and the General Terms that expressly or by implication is intended to continue in force following termination will survive termination or expiration of this Agreement, including Section 4 (Warranties; Disclaimers; Limitations of Liability).
- 2.6. Interpretation of Certain Terms. The term “Business Day” means Monday through Friday, excluding any official Entrust Holiday; Entrust Holiday means New Year’s Day, Presidents’ Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, and Christmas Day or such different days as Entrust may designate after written notification to Customer (holidays occurring on a Saturday or Sunday may be observed on the preceding Friday or following Monday); “days” means calendar days.

3. DELIVERY; TITLE; RISK OF LOSS; INSTALLATION; CUSTOMER OBLIGATIONS.

- 3.1. Installation. Unless otherwise agreed by the parties, Entrust will install the Products based on a date established by the parties. Entrust reserves the right to postpone any scheduled installation if (a) the Customer site has not been adequately prepared in accordance with instructions provided by Entrust; (b) networks, hosts, cores or switches are not available as required; or (c) the Customer has not completed any other requirement for the installation as defined in the statement of work for installation of the Deliverables. In the event of a postponement, Entrust may reschedule the installation at a time it can be performed successfully with no additional preparation or delay.
- 3.2. Customer Obligations. Customer will maintain the network configuration and connectivity as provided in the Documentation. Customer is responsible for all firmware updates for the Deliverables unless Customer has purchased a different product from Entrust. Customer is responsible for the Software component updates required for the IFI as a Service installed on his environment.

4. WARRANTIES; DISCLAIMERS; LIMITATIONS OF LIABILITY.

- 4.1. Warranties. Entrust makes no warranties with respect to the Products other than as set forth in this Agreement and in the warranty documentation delivered by Entrust with respect to the Products which warranties are subject to the limitations set forth in this Section 4. With respect to equipment and



supplies, Entrust warrants only that they are free from defects in material and workmanship during the time period set forth in the applicable Order or accompanying warranty documentation. Entrust's obligation under any equipment or supplies warranty is limited to repairing or replacing, at Entrust's option, the goods at no charge to Customer, and is conditioned upon (a) Customer's proper use, maintenance, management and supervision of the goods, (b) the use with the equipment or supplies or consumable materials supplied by Entrust, (c) a suitable operating environment for the goods as described in applicable Documentation; and (d) the absence of any intentional or negligent act or other cause external to the goods affecting their operability or performance. Any maintenance services undertaken as a result of Customer's failure to comply with these conditions will not be covered by warranty and will be charged at Entrust's then-current time and materials rates. The warranty for any Product will be null and void if, without the prior written approval of Entrust, which approval will not be unreasonably withheld, (y) any maintenance is performed on the Product other than by Entrust or another qualified party who is approved by Entrust, or (z) any addition to, removal from or modification of the Product is made without Entrust's approval. All defective parts replaced under warranty will become the property of Entrust once they have been replaced by a substitute part. Customer will be responsible for the cost of all requested maintenance service provided for the Products by Entrust that is not covered pursuant to the stated warranty.

- 4.2. IFI as a Service Warranty. Entrust warrants to Customer during the Subscription Term that the IFI as a Service will comply with the material functionality described in the Documentation and that such functionality will be maintained in all material respects in subsequent upgrades to the IFI as a Service. Customer's sole and exclusive remedy for Entrust's breach of this warranty shall be that Entrust shall use commercially reasonable efforts to correct such errors or modify the IFI as a Service to achieve the material functionality described in the Documentation within a reasonable period of time, or, if Entrust cannot substantially correct the deficiency in a commercially reasonable manner, Customer may end the deficient services and Entrust will refund Customer the fees for the terminated services that Customer pre-paid to Entrust for the period following the effective date of termination.
- 4.3. DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT OR IN WARRANTY DOCUMENTATION DELIVERED WITH THE DELIVERABLES, ENTRUST DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, WITH REGARD TO THE DELIVERABLES PROVIDED TO CUSTOMER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. ENTRUST DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ENTRUST WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER'S CONTENT OR CUSTOMER'S APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY ENTRUST, AND (C) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. CUSTOMER ACKNOWLEDGES THAT ENTRUST DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ENTRUST IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ENTRUST IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER'S CONTENT, CUSTOMER'S APPLICATIONS OR THIRD PARTY CONTENT.
- 4.4. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY THEORY OF LAW, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ENTRUST'S AGGREGATE LIABILITY TO CUSTOMER FOR DAMAGES ARISING OUT OF, OR RELATED TO, THE FURNISHING OF DELIVERABLES OR PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, UNDER ANY THEORY OF LAW, EXCEED THE SUM OF ALL PAYMENTS MADE



TO ENTRUST BY CUSTOMER UNDER THE APPLICABLE ORDER UP TO THE TIME THE CAUSE AROSE.

5. **IFI AS A SERVICE.** Entrust will provide Customer with the IFI as a Service as contracted in an applicable Order.

6. **EQUIPMENT MAINTENANCE.** Entrust will provide Customer with the Equipment Maintenance Services as contracted in an applicable Order and as described in Section 11 of this Agreement.

7. **USE OF THE IFI AS A SERVICE.**

7.1. **Use of the IFI as a Service.** During the Subscription Term and subject to Customer's compliance with the terms and conditions of the General Terms, found at <https://www.entrust.com/general-terms.pdf>, and this Agreement, the applicable Order, and all applicable laws where Customer and its Users are located and in the United States, where Entrust's servers are located, Customer has the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the IFI as a Service, including anything developed by Entrust and delivered to Customer as part of the IFI as a Service, solely for Customer's internal business operations for the time period set forth in the Order. Customer may allow its Users to use the IFI as a Service for this purpose and Customer is responsible for Users' compliance with the General Terms, including this Agreement, the Order, and all applicable laws where Customer and its Users are located and in the United States, where Entrust's servers are located.

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

7.3. **Documentation.** Customer may reproduce and use the Documentation solely as necessary to support Users' access to and use of the IFI as a Service.

7.4. **Service Revisions.** Entrust may add, reduce, eliminate or revise IFI as a Service features and functionality at any time; provided, however, that any changes will not result in a material reduction in the level of performance or availability of the IFI as a Service during the Subscription Term. Where any such change will cause a material detrimental impact on Customer, Entrust will take commercially reasonable efforts to provide Customer sixty (60) days prior written notice (email to suffice as adequate notice). Customer shall be entitled to terminate the applicable Order for IFI as a Service if there is a material reduction in the level of performance or availability of the IFI as a Service due to changes made to IFI as a Service features, functionality, or service levels.

7.5. **Technology Export.** Customer will comply in all respects with any and all applicable laws, rules and regulations and obtain all permits, licenses and authorizations or certificates that may be required in connection Customer's use of the IFI as a Service. Customer represents and warrants that: (a) Customer is not located in, under the control of, or a national or resident of any country to which the export of the software or related information would be prohibited by the applicable laws, rules or regulations of the United States or Canada or any other applicable jurisdiction; (b) Customer is not an individual to whom the export of the Entrust Software or related information would be prohibited by the laws of the United States or Canada or applicable jurisdiction; and (c) Customer has and will comply with applicable laws, rules and regulations of the United States and Canada or applicable jurisdiction and of any state, province, or locality or applicable jurisdiction governing exports of any product or service provided by or through Entrust.

8. **OWNERSHIP & RESTRICTIONS.**

8.1. **IP Ownership.** Entrust or its licensors retain all ownership and intellectual property rights to the IFI as a Service, including Entrust Software, and derivative works thereof, and to anything developed or



delivered by or on behalf of Entrust under this Agreement.

- 8.2. **Feedback.** “Feedback” refers to Customer’s and Users’ (and their respective employees’ and contractors’) suggestions, comments, or other feedback about the IFI as a Service or other Entrust products and services. Even if designated as confidential, Feedback will not be subject to any confidentiality obligations binding Entrust. Customer hereby agrees that Entrust will own all Feedback and all associated intellectual property rights in or to Feedback, and Customer hereby assigns to Entrust all of Customer’s (and Users’) right, title, and interest thereto, including without limitation intellectual property rights.
- 8.3. **Use Restrictions.** Customer may not, or cause or permit others to:
- (a) remove or modify any program markings or any notice of Entrust’s or its licensors’ proprietary rights;
 - (b) modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the IFI as a Service (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the IFI as a Service in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Entrust;
 - (c) perform or disclose any benchmark or performance tests of the IFI as a Service without Entrust’s prior written consent;
 - (d) perform or disclose any of the following security testing of the Services Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing;
 - (e) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the IFI as a Service, Entrust Software, Services Environments or materials available, to any third party, other than as expressly permitted under the terms of the applicable order; and
 - (f) use production items, including but not limited to, data, key, connection to card management systems, or cards, in the staging or test environment nor use test or staging items, including but not limited to, data, key, connection to card management systems, or cards in the production environment.
- 8.4. **Remedies.** In the event that Entrust suspects any breach of the requirements of Section 8.3, including without limitation by Users, Entrust may suspend Customer’s access to the IFI as a Service and other Offerings without advanced notice, in addition to such other remedies as Entrust may have.
- 8.5. **Additional Customer Obligations.** The rights granted to Customer under this Agreement are also conditioned on the following:
- (a) except as expressly provided herein or in the Order, no part of the IFI as a Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
 - (b) Customer makes every reasonable effort to prevent unauthorized third parties from accessing the IFI as a Service.

9. **POLICY & COMPLIANCE.**

- 9.1. **PCI CP Compliance.** Entrust will provide the IFI as a Service in compliance with Payment Card Industry Card Production and Provisioning Logical Security Requirements v2.0 (January 2017) and the Payment Card Industry Card Production and Provisioning Physical Security Requirements v2.0 (January 2017) (the “PCI CP Requirements”).
- 9.2. **Certification.** Upon Customer’s request, Entrust will provide evidence of Entrust’s current certification



of compliance with PCI CP Requirements.

10. **CUSTOMER DATA & PRIVACY.**

- 10.1. **Data Processing.** To the extent that Entrust processes any Personal Data (as defined in the DPA) on Customer's behalf and in performance of the Agreement, the terms of the DPA, which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms. Customer's acceptance of this 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 our products and services. The latest version posted on Entrust's website shall always apply. Any changes to the DPA will not result in a material reduction in the level of protection provided for Personal Data during the Subscription Term.
- 10.2. **Use of Customer Data.** Customer hereby acknowledges and agrees that the IFI as a Service requires Entrust process, transmit, and/or store Customer Data, including, but not limited to, Personal Information of Cardholders. By submitting Customer Data to the IFI as a Service, Customer agrees that Entrust may process, transmit and/or store Customer Data to the extent necessary and for the sole purpose of enabling the IFI as a Service. Entrust will process, transmit, and store Customer Data in accordance with the PCI CP Requirements. Customer acknowledges and agrees that compliance with the PCI CP Requirements is adequate to protect Customer Data.
- 10.3. **Consent to Use Customer Data.** Customer is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to, Entrust and its affiliates to process, transmit, and store Customer Data for the use of the IFI as a Service. This includes Customer making necessary disclosures and obtaining consent, if required, before providing Customer Data to Entrust. If any Customer Data to be provided to Entrust by Customer could be subject to governmental regulation or may require security measures beyond those provided in the IFI as a Service, Customer will not transmit such Customer Data unless Entrust agrees to implement additional security measures. Customer is responsible for its use of the IFI as a Service and by using the IFI as a Service acknowledges that it meets Customer's requirements to comply with applicable laws regarding the protection of Customer Data. Entrust will have no responsibility or liability for the accuracy of data uploaded to the IFI as a Service by Customer or Users, including without limitation Customer Data and any other data uploaded by Customer or Users.
- 10.4. **Service Data.** Entrust owns all right, title and interest in and to Service Data and for greater certainty may use, reproduce, sell, publicize, or otherwise exploit Service Data that is anonymized in any way, in its sole discretion.

11. **HARDWARE SUPPORT SERVICES.**

- 11.1. **Equipment Maintenance Services.** If stated in an Order, Entrust Corporation ("Entrust") will provide Customer with Equipment Maintenance Services on an on call basis at Customer location(s) ("On-Call Service") or at and Entrust repair facility ("Depot Service") for the Equipment described in the applicable Order ("Covered Equipment"). Such services include telephone technical support in accordance with Section 11.2 and remedial and concurrent preventive maintenance on Covered Equipment in accordance with Section 11.3 for On-Call Service and 11.4 for Depot Service. Entrust warrants that the Equipment Maintenance services will cause Covered Equipment to meet the manufacturer's operating specifications given reasonable wear and tear and the Equipment's age and condition.
- 11.2. **Telephone Technical Support.** Entrust technical phone support staff for Equipment support is available to provide problem resolution during Entrust's "Technical Support Hours" of 6 a.m. – 6 p.m. Mountain Time, Monday – Friday (excluding Entrust Holidays) ("Technical Support Hours"). "Entrust Holidays" means New Year's Day, Presidents' Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, and Christmas Day or such different days as Entrust may designate after written notification to Customer (holidays occurring on



a Saturday or Sunday may be observed on the preceding Friday or following Monday). Entrust's Customer Support Center will document any request made outside of these coverage hours and the technical phone support staff will contact Customer to provide problem resolution when Technical Support Hours resume.

- 11.3. On-Call Service. On-Call Service includes all parts, labor and travel expense necessary to provide remedial Equipment Maintenance Services on Covered Equipment at Customer location(s) Monday through Friday local site time, 8:00 am to 5:00 pm (excluding Entrust Holidays) ("Coverage Hours"), and includes preventive maintenance performed during the remedial service visit. On-Call Service specifically excludes Software Maintenance support, which is available by separate agreement.
- 11.4. Depot Service. Depot Service includes all parts and labor expense necessary to provide Equipment Maintenance Services (remedial maintenance) on Covered Equipment at an Entrust repair facility under one of the following service plans as set forth in an applicable Order. Depot Service expressly excludes Software Maintenance support, which is available by separate agreement.
- (a) Standard Depot. When any Covered Equipment repair is deemed necessary by an Entrust phone technician, Customer must ship the Covered Equipment at Customer's expense to the Entrust depot repair facility. Entrust will repair the Covered Equipment within 5 Business Days from the date of receipt. Entrust will return the repaired Covered Equipment to Customer at its expense via standard ground transportation.
- (b) Rapid Replacement. When any Covered Equipment repair is deemed necessary by an Entrust phone technician, Entrust will ship a replacement refurbished unit to Customer via overnight shipment at its expense, create a Return Material Authorization (RMA) and provide a prepaid shipping label for the return of the defective unit. Customer must ship the defective Covered Equipment to the Entrust depot repair facility, using the RMA provided by Entrust. The defective Covered Equipment must be returned to Entrust within 14 days of Customer's receipt of the replacement unit. If the unit is not returned to Entrust within the specified time, Entrust may invoice Customer for the full retail price of the replacement unit. For certain peripheral Covered Equipment designated by Entrust, such as pin pads, Entrust will ship a replacement new or refurbished unit to Customer via overnight shipment at its expense, but a return of the defective unit to Entrust is not required.
- 11.5. Exclusions. The following are not covered in the Equipment Maintenance Services and are subject to additional charges:
- (a) Overtime Charges and Travel Expenses. Any On-Call Service started during the Coverage Hours and completed within 1 hour after such period and any On-Call Services started by Entrust without Customer's request and completed after such 1 hour period will not be treated as overtime. On-Call Service completed after such 1-hour period at Customer request or any other service otherwise provided at Customer request outside of the Coverage Hours (including service provided on Entrust Holidays) will be treated as overtime. A minimum charge of 1 hour will apply to any overtime services. All overtime charges and any travel expenses of Entrust personnel for maintenance services not included in On-Call Service will be charged to Customer at Entrust's maintenance rates in effect at the time of occurrence.
- (b) Unauthorized Use or Service. Equipment Maintenance Services do not include service or repair work caused by: (i) Customer's failure to observe any of the conditions in this Agreement; (ii) Customer's failure to use the Covered Equipment in accordance with the manufacturer's instructions; (iii) maintenance or attempted repairs or adjustments of the Covered Equipment by anyone other than Entrust authorized personnel; (iv) service, reconfiguration, or upgrading of any data communications interface occasioned by changes made to host computers or network transmission devices; (v) tampering, misuse or abuse of the Covered Equipment; (vi) force majeure; or (vii) use with the Covered Equipment of supplies or consumable materials not



supplied by Entrust. Repairs, adjustments, or parts replacement required as a result of any of the foregoing will be provided by Entrust at then-current time and materials rates.

- (c) Consumables and Supplies. Equipment Maintenance Services do not include consumables and supplies such as printheads, cleaning rollers and cards, ribbons, foils, forms, overlaminates, card affixing stickers, labels, toner and other supplies for use with the Covered Equipment, including Customer supplies necessary for maintenance purposes, or travel and labor should Entrust be requested to install them. Unless covered by warranty, such items will be invoiced at Entrust's then-current retail price.
- (d) Billable Services. For On-Call Service certain service calls fall outside the scope of Equipment Maintenance Services and are subject to additional charge at then-current time and material rates. Examples of such calls include but are not limited to: problems caused by hardware, supplies or expendable items not covered under this Agreement; software related calls; calls generated due to operator errors rather than defective hardware; calls due to power surges or lightning damage; and "No-Trouble-Found" calls – problems such as those caused by device cables or phone lines, defective SPS/UPS systems, defective media, defective consumables or other problems which should have been identified in Customer's call management process. Entrust will make reasonable efforts to provide advance notice to the extent possible before providing service for such calls.

11.6. Parts.

- (a) Parts Replacement. In the performance of Equipment Maintenance Services Entrust may at its option repair or replace any part that fails to perform its function under normal use. Entrust may at its option use new, rebuilt, or reconditioned parts or improved parts provided such parts are capable of performing functions at a level similar to those of the replaced parts.
- (b) Parts Availability. If parts required for Equipment Maintenance Services are no longer available, Entrust may terminate coverage for some or all of the affected Covered Equipment and will issue Customer a prorated credit for the remaining term of the applicable Order.

11.7. Conditions Applicable to Equipment Maintenance Services.

- (a) On-Call Service Access to Product. Customer must permit Entrust personnel free and safe access to the Covered Equipment and provide without charge to Entrust such working space and necessary utilities as may reasonably be required by Entrust personnel to perform On-Call Service.
- (b) Shipping Cartons. Where Entrust is providing Standard Depot Service, Customer is responsible for storing and maintaining the original shipping cartons provided with the Covered Equipment (or cartons of equal durability and quality). These cartons will be used for shipment of Covered Equipment to and from the Entrust depot service facility when service is required. Entrust will not be responsible for any shipping damage resulting from the failure to utilize such original shipping cartons. When Entrust determines that any such carton has become materially degraded, it will replace the carton before shipping the repaired product back to Customer and will invoice Customer for the new carton at Entrust's then-current retail price.
- (c) Notification of Covered Equipment Location. Customer must provide Entrust the address at which Covered Equipment is installed and notify Entrust promptly of the new address if Covered Equipment is relocated. Customer is responsible for the cost of any such relocation and for the change in applicable Service fees, if any, resulting from the new location(s) of the Covered Equipment.



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- (d) Changes to Scope of Services. If Customer requests changes that affect the performance or cost of the Equipment Maintenance Services, Entrust reserves the right to modify the scope of the Services and its charges therefor. Before making any such modification, Entrust will provide Customer with a description of the changes to the Services and a quote for their cost so that Customer may determine whether to proceed in accordance with what Entrust has provided.
- (e) Customer Data. Prior to sending any Covered Equipment to Entrust, Customer must remove any ribbons or cards that reflect Customer's customer data. **ENTRUST IS NOT LIABLE FOR ANY LOSS OF OR DAMAGE TO ANY DATA CONTAINED IN COVERED EQUIPMENT IT RECEIVES FROM CUSTOMER.**

11.8. Limitation of Liability. Entrust is not liable for the loss of use of any Covered Equipment or for any loss or damage occasioned by such loss of use resulting from the performance of its Maintenance Services. In no event will Entrust's liability for any claims relating to damage to Equipment resulting from the performance of Maintenance Services exceed the cost of replacing such Equipment.