



ENTRUST

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 General Terms provided herein and available at <https://www.entrust.com/general-terms.pdf>, 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. "Product" shall have the meaning ascribed to "Hardware and Supplies" in the Agreement.
- 1.8. "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.
- 1.9. "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.
- 1.10. "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/ifaas_service_level_agreement.pdf.
- 1.11. "Subscription Term" means the period during which Customer will have access to the IFI as a Service.
- 1.12. "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. AGREEMENT STRUCTURE.

- 2.1. IFI as a Service License. Subject to Customer's (and Users') compliance with the Agreement and this IFI Schedule, Entrust hereby grants Customer a license for the IFI as a Service as contracted for in an applicable Order and as set forth herein. Customer's payment of the respective fees for the IFI as a Service and related support under the applicable Order will be on a subscription basis as set forth below ("**Software Subscription**").
- 2.2. Term and Termination.
- 2.3. Term of IFI as a Service. This Schedule shall be coterminous with the Subscription Term. Notwithstanding, Customer will be invoiced for the Subscription Term on the date of connectivity between the Customer



environment and Entrust's IFI as a Service ("**Subscription Term Effective Date**"). For clarity, the Subscription Term of any unit of IFI as a Service itemized in the initial Order will be for an initial period of 3 consecutive years, to begin upon the Effective Date hereof, and will renew automatically for additional periods of 1 year each from the Subscription Term Effective Date unless either party provides written notice of the termination at least 60 days prior to the expiration of the then current term of the IFI as a Service. Customer acknowledges that Entrust reserves the right to modify the fees for IFI as a Service subject to ninety (90) days' notice prior to the end of the Initial Term or Renewal Term. Within the Initial Term but no more than annually, upon ninety (90) days' notice Entrust may adjust the fees by a percentage equal to the average increase in the Consumer Price Index All Urban Consumers (CPI-U), as calculated by the U.S. Bureau of Labor Statistics, over the prior twelve (12) months.

- 2.4. Term of Maintenance. Unless otherwise stated in an Order, the terms of Equipment Maintenance itemized in the Order will be for an initial period of 3 years and will renew automatically for additional period(s) of 1 year each unless either party provides written notice of termination at least 60 days prior to the expiration of the then current term of the Deliverable. Customer acknowledges that Entrust reserves the right to modify the fees for Equipment Maintenance subject to ninety (90) days' notice prior to the end of the Initial Term or Renewal Term. Within the Initial Term but no more than annually, upon ninety (90) days' notice Entrust may adjust the fees by a percentage equal to the average increase in the Consumer Price Index All Urban Consumers (CPI-U), as calculated by the U.S. Bureau of Labor Statistics, over the prior twelve (12) months.
- 2.5. 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.
- 2.6. 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).
- 2.7. Interpretation of Certain Terms. The term "Business Day" means Monday through Friday, excluding any official Entrust Holiday; Entrust Holiday means New Year's Day, Martin Luther King, Jr. 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 AND 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.
 - (a) Customer will maintain the network configuration and connectivity as provided in the Documentation.
 - (b) Customer is responsible for all firmware updates for the Deliverables unless Customer has purchased a different product from Entrust.
 - (c) Customer is responsible for the Software component updates required for the IFI as a Service installed on its environment.

4. WARRANTIES; DISCLAIMERS; LIMITATIONS OF LIABILITY.



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- 4.1. **Product 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. **Limitation of Liability.** Entrust disclaims any liability for the IFI as a Service that stems from Customer's failure to comply with Section 3.2(b) and (c).

5. SOFTWARE SUPPORT.

- 5.1. Entrust will provide Customer with IFI as a Service support services as described in the Instant Financial Issuance as a Service Support Schedule found at <https://www.entrust.com/sites/default/files/documentation/licensingandagreements/ifaas-support-schedule.pdf>, which are incorporated into this Agreement by reference.

6. EQUIPMENT MAINTENANCE.

- 6.1. Entrust will provide Customer with the Equipment Maintenance Services as contracted in an applicable Order and as described in the Equipment Maintenance Rider(s) found at <https://www.entrust.com/-/media/documentation/licensingandagreements/instant-financial-issuance-hardware-support-schedule-on-call-service.pdf> (On-Call Service) and <https://www.entrust.com/-/media/documentation/licensingandagreements/instant-financial-issuance-hardware-support-schedule-depot-service.pdf> (Depot Service), which is (are) incorporated in this Agreement by reference. In the absence of any contracted Equipment Maintenance Services, maintenance is performed on a time and materials basis at rates then in effect.

7. ISSUANCE SUPPLIES.

- 7.1. Entrust will provide Customer with the Issuance Supplies as contracted in an applicable Order and as described in the Issuance Supplies Management Rider found at <https://www.entrust.com/legal-compliance/terms-conditions/issuance-supplies-management-terms.pdf>.



8. USE OF THE IFI AS A SERVICE.

- 8.1. 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 provided herein, and at <https://www.entrust.com/general-terms.pdf>, this Schedule, 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 Schedule, the Order, and all applicable laws where Customer and its Users are located and in the United States, where Entrust's servers are located.
- 8.2. 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.
- 8.3. Documentation. Customer may reproduce and use the Documentation solely as necessary to support Users' access to and use of the IFI as a Service.
- 8.4. 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.
- 8.5. 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.

9. OWNERSHIP & RESTRICTIONS.

- 9.1. 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.
- 9.2. 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.
- 9.3. 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



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- 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.

9.4. 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.

9.5. 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 Customer makes every reasonable effort to prevent unauthorized third parties from accessing the IFI as a Service.

10. POLICY & COMPLIANCE.

10.1. PCI Compliance. Entrust will provide the IFI as a Service in compliance with Payment Card Industry Security Standards, including without limitation the Payment Card Industry Card Production and Provisioning Logical Security Requirements v2.0 (January 2017), the Payment Card Industry Card Production and Provisioning Physical Security Requirements v2.0 (January 2017), or another comparable industry-accepted PCI Security Standard (the "PCI Requirements").

10.2. Certification. Upon Customer's request, Entrust will provide evidence of Entrust's current certification of compliance with PCI Requirements.

11. CUSTOMER DATA & PRIVACY.

11.1. 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.

11.2. 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, including without limitation to the core and switch providers engaged with Entrust in providing the IFI as a Service. Entrust will process, transmit, and store Customer Data in accordance with the PCI Requirements.

11.3. 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. Subject to each party's obligations



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set forth in the Agreement, Customer acknowledges and agrees that it is responsible for its use of the IFI as a Service and for its transmission of Customer Data to Entrust, including without limitation, in providing any direction for Entrust's processing of the Customer Data and determining whether Entrust's security measures are sufficient for Customer to be able to comply with applicable government regulations. 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.

- 11.4. 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.