



INSTANT FINANCIAL ISSUANCE (ON-PREM) SCHEDULE

The Agreement for Entrust's Instant Financial Issuance On-Prem is made up of these terms (the "IFI 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. AGREEMENT STRUCTURE.

1.1 Duration of Agreement and Orders.

(a) IFI Schedule Term. The IFI Schedule 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 IFI Schedule 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 will continue to apply to the Deliverables covered by such Order for as long as it remains in effect.

(b) Term of Maintenance Agreements and Licenses. Unless otherwise stated in an Order, the terms of Software Maintenance and 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 60 days prior to the expiration of the then current term of the Deliverable. The term of any Software License will remain in effect as long as Customer retains Software Maintenance with respect to the Software.

(c) Termination. Either party may terminate this IFI Schedule 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.

1.2 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; and "**Documentation**" when used with respect to Products means electronic or printed material made available by Entrust that describes the functions, features or specifications of the Product, including installation or training manuals, deployment and security documentation, user manuals, checklists, upgrade manuals and configuration manuals but excluding marketing materials, proposals, demonstrations and content made available for promotional or informational purposes only.

2. INSTALLATION.

2.3 Installation. Unless otherwise agreed by the parties, Entrust will install the Equipment and Software 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. 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. SOFTWARE LICENSE.

3.1 Grant of Software License. Entrust will provide Customer with a license of the issuance Software as contracted in an applicable Order. Download the Software License Agreement that contains our terms of the license online at the following URL: <https://www.entrust.com/end-user-license.pdf>. In the event of any conflict between the terms of this Agreement and the issuance Software license, the terms of this Agreement will prevail. The purchase of Entrust certificate services, if any, is not subject to the terms of this Agreement. The terms of the Entrust certificate subscription agreement are displayed online at the following URL: <https://www.entrust.com/-/media/documentation/licensingandagreements/ecss-schedule.pdf>. Customer will receive an email to initiate completion of the certificate subscription agreement in connection with implementation of its system.

4. SOFTWARE MAINTENANCE.

4.1 Software Support Services. Entrust will provide Customer with the Software Maintenance support services for issuance Software as set forth in this Section 4, renewable as set forth in Section 1.1(b) or as otherwise specifically set forth in the applicable Order. The purchase of Entrust certificate support services, if any, is not subject to the terms of this Agreement. The terms of the support agreement are displayed online at the following URL: https://www.entrust.com/-/media/documentation/licensingandagreements/software-maintenance-agreement_september2020.pdf. For purposes of this Section 4 only: the term "**Standard Software**" means Entrust software products that Entrust generally makes commercially available, including Updates and Upgrades (both defined below); the term "**Custom Software**" means an Entrust software product that is developed specifically for the Customer, which may include modifications of a Standard Software product; and the term "**software**" (with a lower case "s") refers to both or either Standard Software and Custom Software. Except as may be otherwise specifically set forth in an applicable Order, Software Maintenance Services includes:

(a) General Technical Support. Entrust will provide Customer with reasonable technical assistance on the software 7 a.m. – 7 p.m. Central Time, Monday – Friday (excluding Entrust Holidays) ("**Technical Support Hours**") via telephone or e-mail as follows: (i) Entrust will answer questions concerning installation of the software in the form originally delivered and installed, if applicable, by Entrust; (ii) Entrust will determine if software problems the Customer is encountering are attributable to errors in the software; and (iii) Entrust will seek to resolve Customer's problems that occur during normal usage of the software. Notwithstanding the foregoing, if Entrust determines that Customer requires ongoing help with a particular problem that is not caused by errors in the software, Entrust may, in its sole discretion, refer Customer to Entrust's professional services support group for which Entrust requires an additional fee.

(b) Remedying of Software Errors. Entrust will use commercially reasonable efforts to remedy any programming error in the software that is attributable to Entrust and prevents the software from substantially conforming to its specifications. Such remedy may consist of correcting portions of the software or providing Customer a workaround that gives Customer the ability to achieve substantially the same functionality as would be obtained without the programming error, as determined by Entrust.

(c) Software Updates and Upgrades. Entrust will make available to Customer 1 copy of any Standard Software Updates and Upgrades in object code, as they become available for general release and to the extent they apply to Standard Software covered by this Agreement. For this purpose the term "**Updates**" means modifications, corrections, bug fixes, or additions to the Standard Software that are generally denoted by Entrust as a change to one or more numbers to the right of the decimal point in the version number of the Standard Software and for which Entrust does not charge an additional fee to licensees who are similarly situated to Customer; and the term "**Upgrades**" means modifications to Standard Software that generally include new features and/or significant enhancements to existing features that are generally denoted by Entrust as a change to one or more of the numbers to the left of the decimal point in the version number of the Standard Software and for which Entrust does not charge an additional fee to licensees who are similarly situated to Customer. The term Updates does not include any Upgrades.

(d) Exclusion for Custom Software. Unless Customer has purchased Software Maintenance support services for Custom Software, Entrust has no obligation to provide Customer with any Updates, Upgrades, or bug fixes to Custom Software under the terms of this Agreement.

4.2 Limitations to Software Maintenance Services.

(a) Entrust's Software Maintenance support obligations are limited to the current version of the Standard Software and any previous version released within the last 24 months. If the current version of the Standard Software was released longer than 24 months ago, support will be continued until further notice.

(b) Entrust's Software Maintenance support obligations do not extend to any third-party off-the-shelf application that may have been provided to the Customer.

(c) Entrust has no obligation to correct software errors that are due to a breach by Customer of the terms of the Software License or that cannot be remedied due to either (i) operational characteristics of the computer equipment on which the software is used or (ii) modifications to the software made by Customer without authorization by Entrust. If Entrust agrees to correct any software errors that are not covered by this Agreement, Customer must pay Entrust for all such work at Entrust's then-current standard time and materials charges and terms and conditions.

(d) Entrust's Software Maintenance support obligations do not cover errors external to the software itself that occur in the system of which the software is a part, such as errors in the operation of associated hardware, third party software, networks or databases.

4.3 Customer's Responsibilities.

(a) Contacting Entrust. To request the Software Maintenance Services described in Section 7.1 (a) and (b), Customer must contact Entrust by calling or emailing Entrust's Customer Support Center. Entrust's Customer Support Center is staffed 24 hours per day, 7 days per week, 365 days per year. Entrust will acknowledge requests for support as soon as possible given the time of the request but in any event within 1 Business Day of its receipt of Customer's request for support. Entrust's Customer Support Center will direct the Customer's inquiry to the appropriate Entrust support personnel, depending upon the nature of the problem the Customer is experiencing with the software, for response during Technical Support Hours.

(b) Required Information. Customer's request for Software Maintenance support should describe the problem with the software in sufficient detail to enable Entrust to understand and duplicate or recreate the problem. To the extent feasible, Customer should provide Entrust the following information when submitting a request for support: (i) Customer installed address, account number, equipment model and serial number), product registration number, license number or incident number, if applicable; (ii) name and version number of the software; (iii) exact wording of error messages; (iv) recital of steps taken by Customer before the problem occurred; and (v) a list of steps taken by Customer in attempting to resolve the problem. Entrust may request such further information as it deems necessary.

(c) Installation of Updates and Upgrades. Customer agrees to incorporate any and all Updates and Upgrades as soon as practicable and acknowledges that failure to incorporate such Updates and Upgrades may make subsequent Updates unusable. Customer acknowledges that any Updates and Upgrades provided by Entrust are subject to the terms and conditions of the Software License pursuant to which the Customer obtained the software and Customer agrees to abide by those terms and conditions.

4.4 Termination of Software Maintenance Services. Entrust reserves the right to refuse to renew any Software Maintenance support for all versions of the software that were released longer than 24 months ago. Support for these versions is contracted on a case-by-case basis.

5. EQUIPMENT MAINTENANCE.

5.1 Equipment Maintenance Services. 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/legal-compliance/terms-conditions/issuance-hardware>, 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.