



ENTRUST MANAGED PKI AMERICAS AGREEMENT
(this document, together with the Exhibits collectively referred to as “Plan”)

Background:

Entrust is in the business of providing managed services for PKI and operating as a Certification Authority, including issuing, managing, revoking, and renewing certificates, as well as other related services.

The parties wish to enter into an agreement pursuant to which You may operate as a registration authority and perform certain activities related to the processing and verification of information contained in certificate applications and sending certificate requests related to the issuance of certificates.

This Plan (together with the Exhibits attached or documents referred to herein) sets out the scope of services that will be provided by Entrust, and also sets out Your role in the operation of the certification authority.

1. DEFINITIONS.

“**Applicant**” means an individual who is a person who has applied for a Certificate through the Local Registration Authority, but which has not yet been issued a Certificate, or a person that currently has a Certificate or Certificates and that is applying for replacement of such Certificate or Certificates or for an additional Certificate or Certificates through the Local Registration Authority.

“**Certificate**” means a digital certificate issued by the Certification Authority. Each Certificate will have a maximum validity period equal to thirty-six (36) months from the date of issue.

“**Certificate Application**” means the electronic application form and information submitted by the Local Registration Authority for an Applicant when applying for the issuance of a Certificate.

“**Certification Authority**” means a certification authority operated by or for Entrust. If you have purchased the Enterprise Pro or Enterprise Pro + services, “**Certification Authority**” means certification authority software hosted by Entrust for You. If you have purchased certification authority services that are identified as NFI or Non-Federal Issuer, the certification authority will be operated by Entrust under the Federal PKI Policy Authority Shared Service Provider (SSP) program.

“**Effective Date**” means the date that the Order is accepted by Entrust.

“**Entrust**” means Entrust, Inc. if You are organized according to the laws of the United States or any state therein. Otherwise, Entrust means Entrust Limited.

“**General Terms**” means the additional terms attached as Exhibit 1 which pertain to the Services or additional products provided under this Plan.

“**Local Registration Authority**” means a person that is responsible for the identification, review and verification of information provided by Applicants or Subscribers.

“**LRA Guide**” means the document available from Entrust, as updated from time to time, that describes the Services and sets out, amongst other things, the minimum verification practices to be used by a Registration Authority or Local Registration Authority to confirm the accuracy of all contents that are included in a Certificate. If you have purchased certification authority services that are identified as NFI or Non-Federal Issuer, the LRA Guide may also incorporate an applicable certificate policy from Entrust regarding the Services and Certificates.

“**LRA Web Site**” means the worldwide web site that will be used to interact with prospective Applicants for the Certificate subscription process and for ongoing processing (such as digital certificate revocation) for Certificates issued to Subscribers through the LRA Web Site.

“**Order**” means Your purchase order to Entrust that is accepted by Entrust and incorporates this Plan or refers to a quote or proposal issued by Entrust that incorporates this Plan. In the case of orders through Resellers, an Order may also include an order acknowledgement in a form acceptable to Entrust.

“**Personal Information**” means information about an identified or identifiable

individual protected under the privacy and/or data protection legislation applicable in the individual’s jurisdiction.

“**Reseller**” means a company that is authorized by Entrust to resell the Services.

“**Services**” means the services and licenses provided by Entrust to You under this Plan.

“**Subscriber**” means a person who is issued a Certificate. Subscribers may also include sponsors of devices.

“**Subscriber Agreement**” means the agreement entered into between each Subscriber (or a person who is a sponsor for device Certificates) and (i) Entrust as set out in the LRA Guide or (ii) You, if you have purchased Enterprise Pro or Enterprise Pro + services.

“**You**” or “**Your**” means the organization that has issued an Order to Entrust for the Services.

2. APPOINTMENT AND RESPONSIBILITIES.

(a) **Appointment.** Subject to this Plan, Entrust hereby grants You a non-exclusive, non-transferable license to (i) act as a Registration Authority under the Certification Authority for prospective Applicants and Subscribers; and (ii) distribute Certificates to Subscribers under the Subscriber Agreement, for the purpose of conducting Your business, to the maximum annual quantity that You have purchased as reflected in the Order. Any such Subscriber Agreement may not create any obligations on or for Entrust and requires Subscriber to agree not to assert any claim against Entrust in relation to such Certificate.

(b) **Registration Authority.** You will appoint one or more of Your employees (“**Registration Authorities**”) who will serve as the initial authority responsible for performing identification and authentication of additional employees who will administer Applicants. The functions performed by the Registration Authority are set forth in the LRA Guide and include: (i) providing Entrust with documentation identifying the initial and ongoing Local Registration Authorities; (ii) creating verification records for each Local Registration Authority, together with copies of any supporting documents set forth in the LRA Guide; (iii) distributing the activation data required to complete the certificate enrollment process for the Local Registration Authorities; (iv) providing Entrust with digitally signed documentation for any requested changes to the baseline certificate contents; and (v) providing Entrust documentation for any requested modifications to the security policies enforced through the Certification Authority. You will promptly notify Entrust of any changes to the identity of the person(s) who are designated as Registration Authorities.

(c) **Local Registration Authority.** You will appoint additional employees to serve as Local Registration Authorities who will administer Subscribers. The functions performed by each Local Registration Authority are detailed in the LRA Guide and will include: (i) receiving Certificate Applications from Applicants and Subscribers; (ii) creating verification records for each Applicant and any supporting documents set forth in the LRA Guide; (iii) approving or rejecting Certificate Applications based on information which is accurately confirmed and verified following procedures no less stringent than are set out in the LRA Guide; (iv) instructing Entrust from time to time to issue, renew, and revoke Certificates using the procedures set out in the LRA Guide; (v) providing Entrust with accurate information to be included in each Certificate; (vi) reviewing each Certificate created by Entrust for You to ensure the accuracy of the content of each Certificate; and (vii) collecting reported compromises of any Certificates and promptly instructing Entrust to update the CRL. You will promptly notify Entrust of any changes to the identity of the person(s) who are designated as Local Registration Authorities.

(d) **Security Measures.** Commercially reasonable physical and procedural security controls will be implemented by Entrust to control access to the Certification Authority hardware and software. The Certification Authority host computer will have access control, CCTV systems and motion detectors. Access to the host computer will be limited to those authorized personnel required to perform such services. Access will be controlled through the use of electronic access controls, mechanical locksets, and deadbolts. The zone will be monitored

24 hours a day and 7 days a week by security staff, other personnel, or electronic means. Access control records will be maintained and audited periodically. Maintenance and service personnel will be properly escorted and supervised. You will operate the Registration Authority in an environment with appropriate physical, personnel, and electronic security measures. Physical security requirements for the Registration Authority include maintenance of the communication workstation(s) in a physically-secure room. Access to the room for the Registration Authority must be restricted to a limited number of named persons. Persons employed by or contracted to work on behalf of You must be checked to ensure they have appropriate skills, knowledge, and backgrounds (including any security clearance requirements imposed by law or Government policy) to operate in a trusted and secure environment.

(e) **Certificate Services.** Entrust will issue, renew, and revoke Certificates in accordance with the instructions received by Entrust from the Registration Authority or Local Registration Authority, which Entrust will be entitled to rely upon (collectively the “**Certificate Services**”). All such Certificates will have a maximum operational period of one (1) year unless revoked earlier.

(f) **Service Levels and Support.** Service levels and support (for production environments only) applicable to the Services are found at <https://www.entrust.com/-/media/documentation/licensingandagreements/mpki/managed-ed-pki-service-levels-and-support.pdf>.

(g) **Verification Records.** You will keep complete and accurate records (the “LRA Records”) with respect to Your validation of Certificate Applications as contemplated by the LRA Guide. Upon request from Entrust, You will provide such LRA Records to Entrust so that Entrust and/or Entrust’s independent auditor can confirm You followed the established procedures as set out in the LRA Guide. Alternatively, Entrust will have the right to appoint an independent auditor reasonably acceptable to You, under appropriate non-disclosure conditions, to audit LRA Records not more than once per year to confirm Your compliance with the verification requirements. For greater certainty, the above right to audit will be limited to those records on file with You that pertain to Your compliance with this Plan.

(h) **Your Responsibilities.** DSL, cable or another high speed Internet connection is required for proper transmission of the Certificate Services. You are responsible for procuring and maintaining the network connections that connect to the Certification Authority, including, but not limited to, “browser” software that supports protocol used by Entrust, including Secure Socket Layer (SSL) protocol or other protocols accepted by Entrust, and to follow logon procedures for services that support such protocols. Entrust is not responsible for notifying You of any upgrades, fixes or enhancements to any such software, or for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not provided or operated by Entrust or its subcontractors (which in this context shall not include internet service providers, telecommunication providers or other such internet access providers (an “ISP”)) to provide the Certificate Services. Entrust assumes no responsibility for the reliability or performance of any connections as described in this paragraph for any such external infrastructure.

You shall authorize access to and assign unique user names to Subscribers. As between the parties, You will be responsible for the confidentiality and use of passwords and for any misuse of such passwords. You agree not to access the Certificate Services by any means other than through the interfaces that are provided by Entrust or otherwise contemplated in the LRA Guide. You shall not do any “mirroring” or “framing” of any part of the Certificate Services, or create Internet links to the Service which include log-in information, user names, passwords, and/or secure cookies. You undertake that (i) all information relevant to the issuance of a Certificate has been validated and is accurate in accordance with the minimum standards in the LRA Guide; (ii) any Certificate Applications approved by You has been authorized by the person named as the subject of the Certificate or by the person who owns and controls the device named as the subject of the Certificate; (iii) Your instructions respecting the issuance, renewal, and revocation of Certificates will be accurate, complete, and may be relied upon by Entrust in performing its Certificate Services; (iv) Entrust has the right to use any trademark, service mark, trade name, or other information (including Personal Information) provided to Entrust by You for inclusion in any Certificate hereunder; (v) if You learn that any Subscriber has compromised a private key corresponding to the public key in such Certificate then You will promptly notify Entrust of such compromise so that Entrust can revoke such Certificate; (vi) You will cause Your Registration Authorities, Your Local Registration Authorities, and any Subscribers to comply with the requirements of this Plan and the Subscriber Agreement; and (vii) You will use Certificates exclusively for lawful and authorized purposes; and (viii) You will not reverse engineer or interfere with the technical implementation of the Services or knowingly compromise the security of any of Entrust’s systems. Where Certificates are issued to devices at Your request, You are responsible for ensuring that the devices You intend to use with Certificates support and are interoperable with the Certificates.

(i) **Entrust Certificate Services Warranty.** During the term of this Plan, Entrust warrants to You that it will exercise reasonable industry practice in hosting the Certification Authority and Entrust will not introduce any material errors in the information supplied by You in any Certificate as a result of a failure to exercise reasonable care in creating the Certificate. You expressly acknowledge that Entrust reserves the right to revoke any Certificates if Entrust reasonably determines that there has been a security compromise or a security compromise is possible, or as otherwise permitted in the Subscriber Agreement or in this Plan.

(j) **Data Processing.** To the extent that Entrust processes any Personal Information, on Your behalf, as part of the Services, the terms and conditions of the DPA (as defined below), which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms and conditions. For the purposes of the Standard Contractual Clauses attached to the DPA, when and as applicable, You are the data exporter, and Your acceptance of this Plan shall be treated as Your signing of the Standard Contractual Clauses and their Appendices. You agree that Entrust reserves the unilateral right to amend the DPA from time to time without providing express notice to You. The current data processing addendum is available at: <https://www.entrust.com/-/media/documentation/licensingandagreements/dpa---entrust-acting-as-processor.pdf>. (the “DPA”). The latest version posted on the Entrust’s website shall always apply.

Exhibit 1

General Terms

1. **Definitions.** In this Exhibit:

“**Hardware Schedule**” means the additional terms attached as Exhibit 3 that apply if and to the extent that Entrust delivers any Hardware to You for use with the Services.

“**Software Subscription Schedule**” means the additional terms attached as Exhibit 2 that apply if and to the extent that Entrust makes any Software available to You for use with the Services.

Other capitalized terms used in this Exhibit 1 have the meaning set out elsewhere in the Plan.

2. **Fees and Taxes.** For Orders issued to Entrust (rather than to a Reseller of Entrust), You will pay to Entrust the fees set forth in the Order. All fees are non-cancellable and non-refundable. All amounts will be payable upon Your receipt of Entrust’s invoice for such fees, and will be due within thirty (30) days. You acknowledge that all fees are based on an annual service, except any fees designated as one time set-up fees. You will be responsible for any taxes (other than taxes based on Entrust’s net income), fees, duties, or other similar governmental charge. Should any taxes be due, You agree to pay such taxes.

3. **Term and Termination.** Unless otherwise set out in the Order, this Plan shall commence as of the Effective Date and shall remain in effect for a period of three (3) years unless terminated sooner as provided herein. At the end of the initial 3-year subscription term, this Plan shall renew for successive one (1) subscription terms upon mutual written agreement. Either party may terminate this Plan by giving notice to the other party: (i) if the other party commits a material breach of this Plan 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; or (ii) if the other party 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; or such party has filed against it an involuntary petition of bankruptcy that has not been dismissed within thirty (30) days thereof, or files a voluntary petition of bankruptcy, or a petition or answer seeking reorganization, or an arrangement with creditors, or seeks to take advantage of any other law relating to relief of debtors, or makes an assignment for the benefit of creditors. Upon expiration or termination of the Plan, Entrust may revoke all Certificates issued to Subscribers under the Certificate Services. The terms of this Exhibit 1, together with any payment obligations, shall survive termination.

4. **Confidentiality.** “Confidential Information” means any business, marketing, technical, scientific or other information disclosed by either party (including its 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 the Parties, exercising reasonable business judgment, to be confidential. “Entrust Affiliates” means any wholly owned subsidiary of Entrust Holdings, Inc. Each party (and Entrust Affiliates) will maintain in confidence all Confidential Information, will use such Confidential Information only for the purpose of exercising its rights and fulfilling its obligations under this Plan, and will not use or disclose any such Confidential Information to any third party except as expressly permitted in this Plan. Each party (and Entrust Affiliates) will treat such Confidential Information with the same degree of care against disclosure or unauthorized use that it affords to its own information of a similar nature, or a reasonable degree of care, whichever is greater. Each party (and Entrust Affiliates) further agrees not to remove or destroy any proprietary or confidential legends or markings placed upon any documents or other materials. Each party (and Entrust Affiliates) will be entitled to provide Confidential Information to contractors of that party (and Entrust Affiliates) that have agreed to confidentiality obligations at least as protective as those contained herein. Neither party (or Entrust Affiliates) will be bound by obligations restricting disclosure and use set forth in this Plan with respect to Confidential Information, or any part thereof, that: (i) was lawfully known or

received by the receiving party (or Entrust Affiliates) prior to disclosure; (ii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of this Plan; (iii) was disclosed to the receiving party (or Entrust Affiliates) by a third party, provided such third party, or any other party from whom such third party receives such information, is not in breach of any confidentiality obligation in respect of such information; or (iv) is independently developed by the receiving party (or Entrust Affiliates). If the receiving party (or Entrust Affiliates) is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of the disclosing party (or Entrust Affiliates), the receiving party (and Entrust Affiliates) will use reasonable efforts to (i) seek confidential treatment for such Confidential Information, and (ii) provide prior notice to the disclosing party (and Entrust Affiliates) to allow the disclosing party (and Entrust Affiliates) to seek protective or other court orders.

5. **Nature of Obligations Between Parties.** The obligations of each party under this Plan will be in every case several and will not be, or be construed to be, either joint or joint and several. Nothing contained in this Plan 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 this Plan, nothing in this Plan 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.

6. **Notices.** 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, (b) sent by international air courier service with confirmation of delivery requested, or (c) transmitted by fax as follows: If to You: the address stipulated in the Order. If to Entrust: Two Lincoln Centre, 5420 LBJ Freeway, Suite 300, Dallas, Texas, USA 75240. All such notices or other communications will be deemed to have been given and received (a) upon receipt if personally delivered, (b) when delivery is confirmed if sent by international air courier service, or (c) the following business day if by fax.

7. **Choice of Law.** This Plan and the rights and obligations of the Parties will be governed by and construed in accordance with the laws of the State of New York without reference to its provisions on conflict of laws. The Parties waive any right to a jury trial with respect to any action brought in connection with this Plan. 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, and of the Uniform Computer Information Transactions Act, as it may have been or hereafter may be in effect in any jurisdiction shall not apply to this Plan.

8. **Force Majeure.** Neither party will be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, such as acts of God, wars, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, strikes, or failure of communications infrastructures (including but not limited to internet, telephone and telecommunications lines and networks, servers, firewalls, proxies, routers, switches, and bridges) or acts of third party service providers, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

9. **Severability.** Whenever possible, each provision of this Plan will be interpreted in such manner as to be effective and valid under applicable law. If the application of any provision of this Plan to any particular facts or circumstances will be held to be invalid or unenforceable by a court of competent jurisdiction, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Plan will not in any way be affected or impaired thereby, and (b) such provision will be enforced to the maximum extent possible so as to effect the intent of the Parties and will be reformed

without further action by the Parties to the extent necessary to make such provision valid and enforceable.

10. **Headings.** The section or other headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Plan.

11. **Amendments; Waivers.** This Plan may only be amended by the written consent of each party at the time of such amendment. Any provision of this Plan may be waived in writing by the party benefiting from such provision. No such waiver will operate as a waiver of, or estoppel with respect to, any other action. No failure to exercise, and no delay in exercising, any right, remedy, or power will operate as a waiver thereof, nor will single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or at equity. The waiver of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

12. **Successors; Assignment.** 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, this Plan or any right or obligation under this Plan without the prior written consent of the other party. Any purported assignment, sale, transfer, delegation or other disposition in violation of this section will be null and void. Notwithstanding the foregoing, Entrust may, without the consent of You, assign this Plan together with all of its rights and obligations under this Plan (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 this Plan relates. Subject to the foregoing limits on assignment and delegation, this Plan will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns. Entrust may use one or more of its Affiliates to perform its obligations under this Plan, provided that such use will not affect Entrust's obligations hereunder.

13. **Interpretation.** The parties agree that this Plan will be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party and that ambiguities will not be interpreted against the party that drafted the relevant language. In this Plan, the words "including", "include" and "includes" will each be deemed to be followed by the term "without limitation". Any exhibit, document or schedule referred to herein means such exhibit or schedule as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by this Plan. 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, articles, sections, paragraphs, schedules and exhibits will be references to recitals, articles, sections, paragraphs, schedules and exhibits of this Plan. All dollar amounts in this Plan are in U.S. currency unless otherwise indicated.

14. **Entire Agreement.** This Plan and items incorporated into this Plan form the entire agreement of the parties. Any Orders issued by You to Entrust in relation to this Plan will be deemed to be delivered pursuant to this Plan. All terms and conditions on any purchase orders will be of no contractual effect between the parties notwithstanding any term on the purchase order indicating otherwise. Neither party has entered into this Plan in reliance upon any representation, warranty, condition or undertaking of the other party that is not set out or referred to in this Plan.

15. **Applicable Laws.** Each party will comply with all applicable laws including, laws relating to import, export, licensing, and data protection, as they apply to the activities contemplated under this Plan. Notwithstanding the foregoing, if compliance with any such Laws is required as result of the content of the data or the location of Subscribers, such compliance shall be the responsibility of You rather than Entrust. No party under this Plan will be obliged to fulfill any obligation under this Plan if to do so would be in violation of any applicable laws including, laws relating to import, export, and data protection.

16. **No Other Rights Granted.** The rights granted under this Plan are only as expressly set forth herein. No other right is or will be deemed to be granted, whether by implication, estoppel, inference or otherwise, by or as a

result of this Plan or any conduct of either party under this Plan. Entrust and its licensors expressly retain all right, title, and interest (including all intellectual property rights) in the products and services provided by Entrust.

17. **Disclaimers and Limit on Liability.**

ENTRUST DATACARD DOES NOT CONTROL, NOR CAN CONTROL, THE FLOW OF DATA TO OR FROM INTERNET SERVICE PROVIDERS, TELECOMMUNICATIONS PROVIDERS AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS CAUSED BY SUCH THIRD PARTIES MAY PRODUCE SITUATIONS IN WHICH A PARTY'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF) MAY BE IMPAIRED OR DISRUPTED AND ENTRUST DATACARD CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, ENTRUST DATACARD DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. ENTRUST DATACARD SHALL NOT BE LIABLE TO YOU, ANY SUBSCRIBER OR ANY OTHER THIRD PARTY FOR ANY CLAIMS OR DAMAGES THAT MAY BE SUFFERED BY YOU, ANY SUBSCRIBER OR ANY SUCH THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, LOSSES OR DAMAGES OF ANY AND EVERY NATURE, RESULTING FROM THE LOSS OF DATA, INABILITY TO ACCESS THE INTERNET, OR INABILITY TO TRANSMIT OR RECEIVE INFORMATION, CAUSED BY, OR RESULTING FROM, DELAYS, NON-DELIVERY, OR SERVICE INTERRUPTIONS WHETHER OR NOT CAUSED BY THE FAULT OR NEGLIGENCE OF ENTRUST DATACARD. ENTRUST DATACARD SHALL NOT BE RESPONSIBLE FOR THE SERVICES NOT BEING ACCESSIBLE ON THE INTERNET DUE TO CIRCUMSTANCES NOT IN THE DIRECT CONTROL OF SUCH PARTY SUCH AS, BUT NOT LIMITED TO, THE OTHER PARTY'S EQUIPMENT CAPABILITIES, LIMITATIONS OR INTERNET SERVICE PROVIDER LIMITATIONS. ENTRUST DATACARD SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR UNAUTHORIZED DISSEMINATION OF ANY CUSTOMER DATA, WHETHER AS A RESULT OF DEFEAT OF DATA SECURITY, MISAPPROPRIATION OR MISUSE OF PASSWORDS, OR ANY OTHER CAUSE NOT IN THE DIRECT CONTROL OF ENTRUST DATACARD.

EACH PARTY UNDERSTANDS THAT THE RIGHTS OF TERMINATION OR EXPIRATION ARE ABSOLUTE. NO PARTY WILL INCUR ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS OR EXPENSES OF ANY KIND SUFFERED OR INCURRED BY THE OTHER PARTY ARISING FROM OR INCIDENT TO ANY TERMINATION OF THE PLAN BY SUCH PARTY OR ANY EXPIRATION HEREOF WHICH COMPLIES WITH THE TERMS OF THE PLAN, WHETHER OR NOT SUCH PARTY IS AWARE OF ANY SUCH DAMAGE, LOSS OR EXPENSES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PLAN, NEITHER PARTY MAKES ANY REPRESENTATIONS AND GIVES NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU WILL BEAR EXCLUSIVE RESPONSIBILITY AND DEFEND, INDEMNIFY AND HOLD ENTRUST DATACARD HARMLESS FOR ANY LIABILITY ARISING AS A RESULT OF ANY ERRORS IN CERTIFICATES CAUSED BY YOUR VERIFICATION OF THE INFORMATION CONTAINED IN ANY CERTIFICATE APPLICATIONS. ENTRUST DATACARD EXPRESSLY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY IN RELATION TO YOUR VERIFICATION OF THE INFORMATION CONTAINED IN ANY CERTIFICATE APPLICATIONS. IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF ENTRUST DATACARD OR ANY OF ITS AFFILIATES, SUBCONTRACTORS, LICENSORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS TO YOU OR TO ANY



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OTHER PERSON OR ORGANIZATION ARISING OUT OF OR RELATING TO THIS PLAN OR ANY PRODUCTS OR SERVICES PROVIDED BY ENTRUST DATACARD, EXCEED THE CUMULATIVE AMOUNTS PAID BY YOU TO ENTRUST DATACARD UNDER THIS PLAN DURING THE PRIOR TWELVE (12) MONTHS FROM THE DATE OF THE EVENT. THIS LIMITATION WILL APPLY REGARDLESS OF THE NUMBER OF TRANSACTIONS, DIGITAL SIGNATURES, OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS PLAN, OR ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS PLAN. THE FOREGOING LIMITATIONS WILL APPLY TO ANY LIABILITY WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, RELIANCE, OR INCIDENTAL DAMAGES. IN NO EVENT WILL ENTRUST DATACARD OR ANY OF ENTRUST DATACARD'S AFFILIATES, SUBCONTRACTORS, LICENSORS, AGENTS, SUPPLIERS, EMPLOYEES, OR DIRECTORS BE LIABLE

FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, RELIANCE, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, 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. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN AND EVEN IF ENTRUST DATACARD HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU IN SUCH CASE.



Exhibit 2

Software Subscription Schedule

This Exhibit applies only where Entrust makes any Software available to You. In this context, “**Software**” means any of the Entrust software listed in an Order and supplied to You by Entrust in machine readable format and any upgrades or other modification thereto supplied to You by Entrust. Software will also include any Software in machine readable format only that Entrust supplies to You or otherwise provides remote access to in connection with the provision of Services. Other capitalized terms used in this Exhibit have the meaning set out elsewhere in the Plan.

1. **Software License.** Subject to this Plan, Entrust hereby grants to You and You accept a non-exclusive, non-transferable, internal license to use such Software for the Term for the sole purpose of acting as a Registration Authority and to receive the Certificate Services, subject to any quantity limitations stipulated in the Order. If no quantity limitations are stipulated in the Order, then the quantity will be deemed to be one (1). If the Order stipulates that client software is being supplied in connection with the Certificate Services, then subject to this Plan, Entrust hereby grants to You and You accept a non-exclusive, non-transferable, license for the Term to distribute the client software to Subscribers for the sole purpose of making use of the Certificate Services. Any such distribution shall be pursuant to the terms of the click-through license agreement accompanying the products for the sole purpose of conducting business with You. Any such distribution is subject to any quantity limitations stipulated in the Order.

2. **License Conditions.** You may make additional copies of the Software (to the extent that any such software has been delivered), but only for archival or back-up purposes. Each permitted copy of the Software must include all copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy delivered by Entrust to You. You may not rent, lease, sell, sublicense, assign, distribute or otherwise transfer the Software, except as provided in this Plan. The Software, including any related copyright, trade-mark, trade secret, and patent rights are owned by Entrust or its third-party licensors and will remain the sole and exclusive property of Entrust and its third-party licensors. You will not copy, modify, adapt or merge copies of the Software except as provided in this Plan. You will not decompile, disassemble, disclose, reverse engineer, or in any other manner attempt to determine any source code of or trade secret related to any software provided by Entrust to You except to the extent expressly permitted by applicable law, notwithstanding a contractual obligation to the contrary. If a third-party hardware or software product is sold or licensed by Entrust as a standalone product, then such hardware or software will be sold or licensed pursuant to the applicable manufacturer’s shrink wrap agreement which accompanies or is embedded in such third-party hardware or software. Any third party software or hardware supplied in connection with the Software may only be used with the Software. All licenses to the Software terminate upon expiry or termination of this Plan. You will destroy all copies of such Software, and all Certificates may be revoked by Entrust.

3. **IP Indemnity.** Entrust will defend You from any claims by third parties that the Software infringes upon or misappropriates any existing third-party United States patent, trade-mark, or copyright (a “Claim”), and will pay any damages, settlements, costs, and expenses, including court costs

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Exhibit 3

Hardware Schedule

This Exhibit applies only where Entrust makes any Hardware available to You. In this context, “**Hardware**” means the hardware (if any) that may be specified in the Order and delivered to You by Entrust or one of its suppliers.

1. With respect to any such Hardware, You will be responsible for all freight, packing, insurance and other shipping-related expenses. Risk of loss and title to the Hardware will pass to You upon delivery of the Hardware by Entrust or one of its agents to the carrier. The Entrust IdentityGuard tokens will be free from material defects in materials and workmanship and will conform to the published specifications for such Entrust IdentityGuard tokens in effect as of the date of manufacture for a period of one (1) year from the date on which such Entrust IdentityGuard tokens are first delivered to You. With respect to other Hardware, Entrust does not make any representations or provide any warranties or conditions in respect to the Hardware. To the extent that Entrust can pass through any Hardware manufacturer’s warranty to You, Entrust will do so. If You purchased the Hardware from Entrust, You will use Entrust as Your point of contact for Hardware warranty inquiries. You will not contact the hardware manufacturer directly. You will be responsible for all shipping costs to or from Entrust, or the location to which You are directed by Entrust to ship any Hardware. Replacement Hardware may consist of both new and used components or may have been previously installed. All Hardware that is replaced becomes the property of Entrust. Entrust will not be responsible for Your or any third-party’s software, firmware, information, or data contained in or stored on any returned Hardware, whether under warranty or not.