

## ENTRUST DATACARD mPKI SERVICES ADDENDUM

### To Master Agreement (Solutions Provider)

This Entrust Datacard mPKI Services Addendum to the Master Agreement (“this **Addendum**”) is hereby made part of and incorporated by reference into the Master Agreement entered into by and between Entrust Datacard and Partner (“**Master Agreement**”). This Addendum supplements the framework of the Entrust Datacard PartnerPlus Program. The Parties agree as follows:

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

“**Discount Rate(s)**” are as set forth in the Program Guide.

“**End User**” has the meaning set forth in the Master Agreement. If the Entrust Datacard Referral Addendum is incorporated into the Agreement then End User does not include any End User identified in an Accepted Lead Registration Form (as such terms are defined in the Entrust Datacard Referral Addendum).

“**Order Acknowledgement**” means the applicable form attached as Exhibit A to this Addendum executed by an End User.

“**Product(s)**” means the Entrust Datacard mPKI cloud service.

“**Term**” means the period of time defined in the Master Agreement.

“**Territory**” has the meaning set forth in the Solutions Provider Addendum.

“**Volume Discounted List Price**” or “**VDLP**” means Entrust Datacard’s then-current requirement for pricing its commercial products, as amended from time to time at Entrust Datacard’s discretion, which may include volume-discount pricing.

All other capitalized words and phrases used in this Addendum will have the meaning set forth herein or elsewhere in the Agreement.

## 2. APPOINTMENT

2.1. **Appointment.** Subject to the terms and conditions of the Agreement, Entrust Datacard hereby grants Partner the non-exclusive, non-transferable right to procure the Product(s) from Entrust Datacard, and market and sell such Product(s) solely to End Users located in the Territory who do not intend to further re-market or re-sell such Product(s). Partner may not appoint agents or sub-distributors or any other third party to market or sell the Product(s). Partner acknowledges that Entrust Datacard retains the right to market, sell and support the Product(s) directly in the Territory and/or grant other authorized non-exclusive third parties in the Territory the right to market and sell such Product(s) on any terms deemed desirable by Entrust Datacard in its sole discretion.

## 3. ADDITIONAL PARTNER OBLIGATIONS

### 3.1. Partner will:

3.1.1. prior to requesting Product(s) from Entrust Datacard, ensure that each End User executes an Order Acknowledgement that Partner will provide to Entrust Datacard at the time of such request for Product(s). The Order Partner submits to Entrust Datacard must be accompanied by the purchase order from the End User or must clearly identify the purchase order number issued by End User to Partner and also identify the End User, Product(s), part codes, quantity of licenses and subscriptions purchased, and the Entrust Datacard quotation number corresponding with Partner’s Order.

3.1.2. use reasonable efforts to promote the sale of Product(s) in the Territory, including without limitation utilizing advertising, mailings and trade shows, consistent with good business ethics and in a manner that will reflect favorably on the Product(s) and on the goodwill and reputation of Entrust Datacard; and

3.1.3. to the extent not in conflict with applicable law, refrain from developing any product which is similar to or competitive with the Product(s).

## 4. ORDERING, DELIVERY AND FEES

4.1. **Orders and Delivery.** Entrust Datacard will provide the Product(s) as set forth in the Master Agreement, upon acceptance by Entrust Datacard of an Order from Partner for the procurement of such Product(s) (including the Order Acknowledgment). All Orders must (i) itemize Product; (ii) be submitted on a per End User basis; (iii) identify the End User, ship-to address, bill-to address, platform, version, import/export requirements, delivery date and other pertinent information; (iv) be accompanied by an End User executed Order Acknowledgement; and (v) identify the Partner. All other terms and conditions on such Order will be of no contractual effect between the Parties. If applicable, Partner will be responsible for and will bear all expenses related to importing the Product(s) in the Territory. Partner will be the importer of record for the Product(s).

4.2. **Fees.** For the Product(s) that Partner procures from Entrust Datacard pursuant to the rights granted in this Addendum, Partner will pay Entrust Datacard a price equal to Entrust Datacard’s Volume Discounted List Price less the Discount Rate applied to such Volume Discounted List Price. All pricing information (including without limitation, Volume Discounted List Prices) is detailed in the Program Guide. Such payment will be made in accordance to the payment terms stated in the Agreement or as otherwise stated in the Program Guide. At Entrust Datacard’s request, Partner will provide Entrust Datacard with an irrevocable letter of credit in a form acceptable to Entrust Datacard (“Letter of Credit”) or full advanced payment of the fees and taxes that will accrue pursuant to the Agreement in respect of any Order. In the event that a Letter of Credit exists, if Entrust Datacard has in its sole discretion delivered Product(s) to Partner prior to its receipt of full payment, Entrust Datacard may require such payment to be made in accordance with the payment terms stated in such Letter of Credit. If Partner fails to pay any of the fees for the Product(s) in accordance with the terms of the Agreement, then in addition to any other remedies, Entrust Datacard, in its sole discretion, can suspend and/or terminate the mPKI cloud services, in whole or in part.

## 5. INDEMNIFICATION

5.1. **Indemnification.** Entrust Datacard’s Intellectual Property indemnification obligations set out in the Master Agreement will not apply to the extent that any Claim arises from any third-party service, software or other product on which the Product(s) relies.

## 6. TERM & TERMINATION

6.1. **Term.** This Addendum will become effective upon the Effective Date as defined below, and will remain in force pursuant to the terms of the Master Agreement.

## 7. GENERAL

7.1. **Additional Survival Terms.** Termination or expiration of this Addendum will not release either party from its obligation to pay any fees accruing prior to the date of the termination or expiration. Sections 4.2. (Fees), 5.1 (Indemnification), and 7 (General) of this Addendum will survive termination or expiration in addition to any other surviving provisions identified in the Agreement.

7.2. **Amendments.** Entrust Datacard may amend the Product(s), the Order Acknowledgment, and the Volume Discounted List Price,

with written notice to Partner. Such notice may also be delivered by email to Partner or by posting such notice to the Partner Portal. The terms and conditions governing use of the Product(s) by End User (and referred to in the Order Acknowledgement) can be modified by Entrust Datacard by posting new terms to the Internet address identified in the Agreement (or in the Order Acknowledgement, if any).

**7.3. Third Party Beneficiaries.** In addition to the third party beneficiaries provision in the Master Agreement, Partner also hereby agrees that Partner will not commence any action, claim, suit or other proceeding against any third party supplier of Entrust Datacard

in connection with the Agreement or the Product(s) provided hereunder, and agrees to defend, indemnify and hold Entrust Datacard harmless against any liability, damages, expenses, legal fees and/or costs that Entrust Datacard may incur as a result of Partner's breach of this sentence. This section is excluded from the limits on liability set forth in the Master Agreement.

**7.4. Precedence.** In the event of a conflict between this Entrust Datacard mPKI Services Addendum and the Master Agreement and any other Addendum, this Addendum shall prevail in respect of the content described herein.

## Exhibit A

### Order Acknowledgment

**CUSTOMER/END USER** (“End User”): \_\_\_\_\_ a (select:  corporation,  limited liability corporation, or  identify other legal entity, established pursuant to the laws of \_\_\_\_\_)

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State/Province: \_\_\_\_\_  
 Country: \_\_\_\_\_  
 Zip Code/Postal Code: \_\_\_\_\_

(“Partner”) is an authorized reseller of the Entrust Datacard mPKI cloud service. End User acknowledges the desire to acquire the rights to use the following mPKI cloud service (“**mPKI Service**”):

mPKI Service	Quantity	Duration

**mPKI Service Fee**

End User will pay the annual mPKI Service fee to Partner for the duration of the mPKI Service subscription (i.e. Year 1, 2, or 3) (the “Initial Term”) as purchased from Partner.

End User agrees that its use of the mPKI Service is governed by the terms and conditions of the Cloud Service Agreement that is available to the End User on the Internet at: <https://www.entrustdatacard.com/wp-content/uploads/managed-services.pdf> (the “Plan”). After the Initial Term, End User may renew the mPKI Service as described in the Plan.

The individual who signs this Order Acknowledgment represents that he/she is an authorized representative of the End User with authority to sign this Order Acknowledgment. If End User is established pursuant to the laws of the United States, or any State thereof, then “Entrust Datacard” means Entrust, Inc.; otherwise, “Entrust Datacard” means Entrust Datacard Limited. If a Quantity is not indicated above, such Quantity will be deemed to be one (1). Entrust Datacard’s acceptance of this Order Acknowledgment will be deemed to occur upon the commencement of the mPKI Service by Entrust Datacard.

**Agreed to by End User:**

Authorized Signature  
 for End User: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_