



PRODUCT EVALUATION TERMS AND CONDITIONS

These PRODUCT EVALUATION TERMS AND CONDITIONS (the “Evaluation Terms”) contains the terms and conditions that govern your access to, and/or download, installation, and/or use of, the Evaluation Products (as defined below).

You agree to be bound by these Evaluation Terms through your download, installation, access, or use of the Evaluation Products.

You, as the individual downloading, installing, accessing, or using the Evaluation Products, represent and warrant that you are lawfully able to enter into contracts (e.g. you are not a minor). If you are entering into these Evaluation Terms on behalf of a legal entity, for example, the company or organization you work for, or, if you are agreeing on behalf of a customer or client, you represent to us that you have legal authority to bind such legal entity. IF YOU DO NOT ACCEPT THESE EVALUATION TERMS (OR YOU DO NOT HAVE THE LEGAL AUTHORITY TO ENTER INTO CONTRACTS OR TO BIND THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING SUCH ACCEPTANCE), YOU SHALL NOT ACCESS, USE, DOWNLOAD, OR INSTALL THE EVALUATION PRODUCTS. CONTINUED RIGHT TO ACCESS AND USE THE EVALUATION PRODUCTS IS CONTINGENT ON YOUR (OR THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING ACCEPTANCE) CONTINUED COMPLIANCE WITH THESE EVALUATION TERMS.

These Evaluation Terms are between the Evaluator (as defined below) and Entrust Corporation (“**Entrust**”).

1. **Definitions.** Terms not otherwise defined in these Evaluation Terms shall have the meanings set forth in Section 1 below.
 - 1.1. “Affiliates” means, with respect to Entrust, any subsidiary of Entrust Corporation, and, with respect to Evaluator, any corporation or other entity that is directly or indirectly controlled by Evaluator either through ownership of fifty percent (50%) or more of the voting rights for the board of directors or other mechanism of control.
 - 1.2. “Documentation” means written materials prepared by Entrust (or its licensors or service providers) relating to the Evaluation Products, including, without limitation, guides, manuals, instructions, policies, reference materials, release notes, online help or tutorial files, support communications (including any disputes between the parties) or any other materials provided in connection with modifications, corrections, or enhancements to the Evaluation Products, all as may be modified from time to time.
 - 1.3. “Entrust Hardware” means the Entrust proprietary hardware security modules (HSMs) detailed in the Order, including related devices such as smart cards and smart card readers, related supplies and parts, that operate separately or in conjunction with Entrust Software, and related Documentation.
 - 1.4. “Entrust Software” means the Entrust proprietary software detailed in the Order, as well as any Entrust software installed on the Entrust Hardware, and related Documentation, including any updates, new versions, or replacement versions Entrust provides to Evaluator, as applicable.
 - 1.5. “Evaluation Products” means the Entrust Hardware and/or Entrust Software listed in the Order; cloud-based, as a service, managed products or services, and APIs/software development kits (SDKs) are excluded from the scope of these Evaluation Terms.
 - 1.6. “Evaluator” means the individual downloading, installing, accessing or using the Evaluation Products. If such individual is entering into these Evaluation Terms on behalf of a company, organization, institution, or other such legal entity, the “Evaluator” refers to such company, organization, institution, or other such legal entity as well.



1.7. "Order" means an Evaluator-issued purchase order (excluding any terms and conditions thereon) that refers to a valid Entrust quote for the Evaluation Products, and incorporates these Evaluation Terms.

2. Grant of License.

2.1. Software Evaluation Products. Subject to Evaluator's compliance with these Evaluation Terms, Entrust hereby grants Evaluator a personal, non-exclusive, non-transferable, non-sub-licensable, license to download, install, and use the Entrust Software solely for the purpose of demonstrating, evaluating, and assessing the performance of the Entrust Software (the "**Permitted Use**"). Evaluator's license rights are limited to those expressly granted by these Evaluation Terms and by the license terms and conditions embedded on or supplied with the medium on which the Evaluation Products are supplied. Without limiting the generality of the restrictions in the foregoing sentence or in Section 2.3 (*Restrictions*), Entrust Software licensed to Evaluator hereunder may not be resold, licensed or distributed and may not be placed into, or used, for production purposes or to support or provide services to any third parties. In the event of a conflict between these Evaluation Terms and the license terms and conditions embedded on or supplied with the medium on which the Evaluation Products, these Evaluation Terms shall prevail to the extent of such conflict.

2.2. Hardware.

2.2.1. Any Entrust Hardware provided to Evaluator pursuant to these Entrust Terms shall be loaned, free of charge. Evaluator agrees that its use of Entrust Hardware loaned hereunder shall be solely for the purpose of demonstrating, evaluating and assessing the performance of the Entrust Hardware. Entrust Hardware loaned to Evaluator may not be resold, licensed or distributed and may not be placed into, or used, for production purposes or to support or provide services to any third parties. Evaluator shall not change, remove or obscure any labels, plates, insignia, lettering or other markings on the Entrust Hardware. No right, title or interest in or to the Entrust Hardware shall pass from Entrust to Evaluator unless and until Evaluator is required to purchase the Entrust Hardware as provided herein, and has paid all monies owed by Evaluator to Entrust for such Entrust Hardware. Until such event, Evaluator shall hold the Entrust Hardware on a fiduciary basis as Entrust's bailee unless or until the Entrust Hardware is returned to Entrust.

2.2.2. Shipment; Title and Risk of Loss. (i) Entrust Hardware will be shipped at Entrust's sole discretion either EXW Entrust's dock or FCA Entrust's dock ("INCOTERMS 2020"); (ii) Evaluator is responsible for obtaining all insurance needed and for all shipping charges; (iii) Entrust Hardware is deemed to be accepted by the Evaluator upon delivery in accordance with the INCOTERMS 2020 stated above; and (iv) Evaluator is responsible for installation of the Entrust Hardware. Legal title and risk of loss of or damage to the Entrust Hardware pass from Entrust to Evaluator upon delivery to the shipping carrier in accordance with the applicable INCOTERMS 2020.

2.2.3. Evaluator shall pay to Entrust the replacement value of the loaned Entrust Hardware listed in the Order in the event of loss, destruction, or damage caused by Evaluator's misuse or loss of the Entrust Hardware beyond economical repair (such damage to exclude ordinary wear and tear). Title to the loaned Entrust Hardware is and shall remain vested in Entrust. Evaluator shall not incur any liens or encumbrances against the Entrust Hardware, or remove any markings from the Entrust Hardware or represent to any person that the loaned Entrust Hardware is the Evaluator's property or that of a third party. Evaluator assumes liability for loss of or damage to the loaned Entrust Hardware during the loan period and shall either maintain adequate insurance coverage naming Entrust as an additional insured and loss payee or, if self-insured, maintain reserves adequate to cover the replacement value specified in the Order. Such assumption of liability will start upon delivery of the loaned Entrust Hardware by Entrust to Evaluator and will terminate when the loaned Entrust Hardware is



returned in good condition to Entrust's facility, normal wear and tear accepted.

2.2.4. Entrust retains the right to demand, by written notice to Evaluator, the return of any of the loaned Entrust Hardware within a reasonable time period (not to exceed thirty (30) days). In the event that Evaluator does not return said loaned Entrust Hardware within said time period, Evaluator shall be deemed to have elected to purchase the loaned Entrust Hardware. Entrust shall be entitled to payment of the replacement value of the Entrust Hardware listed in the Order as consideration for the purchase. Title in the loaned Entrust Hardware shall remain vested in Entrust until all monies owed by Evaluator to Entrust have been paid in full.

2.2.5. Nothing herein shall be deemed to establish or imply that a loan of Entrust Hardware is a conveyance of the underlying intellectual property rights of the Entrust Hardware and no Entrust Software included in or with the Entrust Hardware shall be deemed to have been purchased, bought or sold, but rather shall only be deemed to have been licensed.

2.3. Restrictions. Evaluator agrees not to: (i) reverse engineer, disassemble, reverse translate, decompile, in any other manner decode, or create a subset, superset or other derivative of, the Evaluation Products, except to the extent that the foregoing restriction is expressly prohibited by applicable law notwithstanding a contractual obligation to the contrary; (ii) host, time-share, rent, lease, sell, license, sublicense, assign, distribute or otherwise transfer or allow third parties to exploit any component of the Evaluation Products; (iii) use the Evaluation Products for service bureau or time-sharing purposes; (iv) grant a security interest in the Evaluation Products, in whole or in part; (v) modify the Evaluation Products; (vi) attempt to circumvent or disable any restriction or entitlement mechanism that is present or embedded in any component of the Evaluation Products; (vii) provide access credential information used with the Evaluation Products to any third party; (viii) share non-public Evaluation Products features or content with any third party; (ix) access the Evaluation Products in order to build or benchmark against a competitive product or service, or to build a product using similar ideas, features, functions as the Evaluation Products; (x) use the Evaluation Products to send or store infringing or unlawful material or viruses, worms, time bombs, Trojan horses and other harmful or malicious codes, files, scripts, agents or programs; (xi) use the Evaluation Products with an Entrust product or service other than that or those specified in the Entrust Product Documentation; (xii) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Evaluation Products or the data contained therein; or (xiii) use the Evaluation Products other than in accordance with these Evaluation Terms and in compliance with all applicable laws, rules or regulations.

2.4. High Risk Applications. Evaluator may not use, or authorize others to use, any part of the Evaluation Products in any application in which the failure of the Evaluation Products could lead to death, personal injury or severe physical or property damage ("High-Risk Applications"), including the monitoring, operation or control of nuclear facilities, mass transit systems, aircraft navigation or aircraft communication systems, air traffic control, weapon systems and direct life support machines. Entrust expressly disclaims any express or implied warranty of fitness for High Risk Applications. Evaluator will not use or allow the use of Evaluator Application for any purpose listed in this Section (*High Risk Applications*) and any attempt to do so will be at Evaluator's own risk.

2.5. Ancillary Software. Versions of certain third-party open source software (including libraries and redistributable files) may be embedded in, delivered with or automatically downloaded as part of any Evaluation Products ("Ancillary Software"). The Ancillary Software is subject to the applicable separate license agreement pertaining to the Ancillary Software. Upon request, Entrust will provide Evaluator with a complete list of Ancillary Software and corresponding licenses, which list shall be deemed Entrust Confidential Information. Entrust does not make any representations or provide any warranties or conditions in respect to the Ancillary Software. Any Ancillary Software included with or embedded in the Evaluation Products may be used only with the applicable Evaluation Products, unless otherwise permitted in the applicable agreement accompanying such Ancillary Software. Evaluator may not use, link or integrate the Evaluation Products such that any part of it



becomes subject to an open source license.

3. **No Other Rights Granted.** The rights granted under these Evaluation Terms are only as expressly set forth herein. No other right, title, or interest is or will be deemed to be granted, whether by implication, estoppel, inference or otherwise, by or as a result of these Evaluation Terms or any conduct of either party hereunder. Entrust and its licensors expressly retain all ownership rights, title, and interest in the Evaluation Products and any other products and services provided by Entrust (including any modifications, enhancements and derivative works thereof). Any permitted copy of all or part of any item provided to Evaluator must include all copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy delivered by Entrust to Evaluator.
4. **Price.** There is no fee or charge for the Evaluator's download, installation, access, or use of the Evaluation Products. Notwithstanding the foregoing, if Evaluator does not return the Entrust Hardware to Entrust at the conclusion of the Evaluation Term (defined below) or if the Entrust Hardware is returned in a damaged condition (normal wear and tear excepted), then Evaluator shall pay Entrust the purchase price set out in the Order for the Entrust Hardware. Except as otherwise stated in the Order, Evaluator will pay all amounts payable pursuant to these Evaluation Terms within thirty (30) days of the date of the invoice, without setoff or counterclaim, and without any deduction or withholding. Evaluator 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, Evaluator will pay such taxes.
5. **Support.** Entrust may, at its sole discretion, update, modify or provide technical support for the Evaluation Products; however, Evaluator understands and acknowledges that these Evaluation Terms does not create any obligation on the part of Entrust to update, modify or provide technical support for the Evaluation Products.
6. **Feedback.** "Feedback" refers to Evaluator's suggestions, comments, or other feedback about the Evaluation Products or other Entrust products and services. Even if designated as confidential, Feedback will not be subject to any confidentiality obligations binding Entrust. Evaluator hereby agrees that Entrust will own all Feedback and all associated intellectual property rights in or to Feedback, and Evaluator hereby assigns to Entrust all of Evaluator's right, title, and interest thereto, including without limitation intellectual property rights.
7. **Confidential Information.**
 - 7.1. **Definitions; Exclusions.** In this Section (*Confidential Information*), "Discloser" means the party that discloses Confidential Information (defined below), and "Recipient" means the party that receives it. "Confidential Information" means any business, technical, financial, or other information, however conveyed or presented to the Recipient, that is clearly designated by the Discloser as being confidential or that ought reasonably to be considered confidential by the Recipient, including all information derived by the Recipient from any such information. Entrust's Confidential Information shall include the Evaluation Products (including, without limitation, all improvement, derivatives, modifications and the like). Confidential Information does not include any information that: (i) was lawfully known by Recipient prior to disclosure; (ii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of these Evaluation Terms; (iii) was disclosed to Recipient by a third party without a duty of confidentiality to the Discloser; or (iv) is independently developed by Recipient without reference to Discloser's Confidential Information.
 - 7.2. **Nondisclosure.** If Confidential Information is disclosed or received by an Affiliate of a party, it is deemed to have been disclosed or received by the party itself. The Recipient will use all Confidential Information it receives only for the purpose of exercising its rights and fulfilling its obligations under these Evaluation Terms. Recipient will treat such Confidential Information with the same degree of care against unauthorized use or disclosure that it affords to its own information of a similar nature, but no less than reasonable degree of care. Recipient will not remove or destroy any proprietary or confidential legends or markings placed upon any documents

or other materials. Recipient will only disclose Discloser's Confidential Information to Recipient's and its Affiliates' personnel and agents with a need to know ("Recipient Agents"). Recipient shall be responsible for ensuring Recipient Agents comply with the confidentiality obligations of this Section (*Confidential Information*) and any acts or omissions of a Recipient Agent in breach of the terms and conditions of this Section (*Confidential Information*) shall be considered the acts or omissions of the Recipient. If Recipient is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of the Discloser, Recipient will use reasonable efforts to seek confidential treatment for such Confidential Information, and, if and as permitted by law, will provide prior notice to the Discloser to allow the Discloser to seek protective or other court orders.

- 7.3. **Injunction.** Recipient agrees that its breach of this Section (*Confidential Information*) may cause Discloser irreparable injury, for which monetary damages may not provide adequate compensation, and that in addition to any other remedy, Discloser may be entitled to injunctive relief against such breach or threatened breach.
8. **Disclaimer.** The Evaluation Products are provided "AS IS", and Entrust and its Affiliates, licensors and suppliers disclaim any and all representations, conditions or warranties of any kind, express or implied, including warranties of non-infringement, title, merchantability or fitness for a purpose, satisfactory quality, or any representations, conditions or warranties implied by statute, course of dealing, course of performance, or usage or trade. Entrust makes no representations, conditions or warranties regarding any third party product or service, including those with which any Evaluation Products may interoperate. Entrust makes no representations, conditions or warranties that any Evaluation Products will perform without interruption or error.
9. **Indemnity.** Evaluator agrees to defend, indemnify and hold harmless, Entrust against any and all third party claims, demands, suits or proceedings, fines, costs, damages, losses, settlement fees, and expenses (including investigation costs and attorney fees and disbursements) arising out of or related to Evaluator's use of the Evaluation Products in breach of these Evaluation Terms (a "Claim"). The obligations of the Evaluator pursuant to this Section (*Indemnity*) only apply if Entrust: (i) provides Evaluator with prompt written notice of the Claim, provided that failure by Entrust to provide prompt notice will relieve Evaluator of its obligations only to the extent that Evaluator was actually and materially prejudiced by such failure, (ii) gives Evaluator the exclusive right to control and direct the investigation and defense of such Claim, including appeals, negotiations, and any settlement or compromise thereof; provided that Entrust will have the right to reject any settlement or compromise that requires that it admit wrongdoing or liability or that subjects it to any ongoing affirmative obligations; (iii) has not compromised or settled the Claim; and (iv) agrees to cooperate and provide reasonable assistance (at Evaluator's sole expense) in the defense. Entrust may participate in the defense of any Claim for which it is indemnified under this Section (*Indemnity*) at its sole expense.
10. **Liability.** In this Section (*Liability*), "Entrust" will be deemed to mean Entrust Corporation, its Affiliates, and their respective suppliers, licensors, resellers, distributors, subcontractors, directors, officers, and personnel. In no event will Entrust be liable for, and Evaluator waives any right it may have to, any consequential, indirect, special, incidental, punitive or exemplary damages or for any loss of business, opportunities, revenues, profits, savings, goodwill, reputation, customers, use, or data, or costs of reprourement or business interruption. In no event will Entrust's total aggregate liability arising out of or related to these Evaluation Terms exceed five hundred U.S. dollars (US\$500.00). The exclusions and limits in this Section (*Liability*) apply: (i) regardless of the form of action, whether in contract (including fundamental breach), tort (including negligence), warranty, indemnity, breach of statutory duty, misrepresentation, strict liability, strict product liability, or otherwise; (ii) on an aggregate basis, regardless of the number of claims, transactions, digital signatures or certificates; (iii) even if the possibility of the damages in question was known or communicated in advance and even if such damages were foreseeable; and (iv) even if the remedies fail of their essential purpose. Evaluator acknowledges that Entrust has entered into these Evaluation Terms in reliance on the limitations and exclusions in this Section (*Liability*), which form an essential basis of these Evaluation Terms. Notwithstanding anything to the contrary in this Section (*Liability*) or elsewhere in these Evaluation

Terms, to the extent required by applicable law Entrust neither excludes nor limits its liability for: death or bodily injury caused by its own negligence; its own fraud or fraudulent misrepresentation; or other matters for which liability cannot be excluded or limited under applicable law.

11. **Term and Termination**. This Evaluation Terms is effective upon Evaluator's first access to, and/or download, installation, and/or use of, the Evaluation Products and shall continue in effect for the period of time set out in the Order (and if no such time is included, then thirty (30) days) (the "Evaluation Period"). Any extensions to the Evaluation Period must have the prior written consent of an authorized representative of Entrust. Either party may terminate these Evaluation Terms for any reason or no reason on thirty (30) days prior written notice, and either party may terminate these Evaluation Terms immediately if the other party: (i) fails to correct a material breach of these Evaluation Terms within thirty (30) days after receipt of notice thereof, (ii) files a bankruptcy petition or has such a petition filed involuntarily against it, becomes insolvent, makes a material change of ownership, makes an assignment for the benefit of creditors, consents to the appointment of a trustee, or if bankruptcy, reorganization or insolvency proceedings are instituted by or against it, or (iii) is in breach of any payment obligation or infringes the intellectual property rights of the terminating party. Immediately upon termination of these Evaluation Terms, (i) all licenses granted to Evaluator herein terminate and Evaluator shall destroy all its copies of the Entrust Software; and (ii) Evaluator shall return the Entrust Hardware to Entrust (as further detailed in Section 2.2 (*Hardware*)). Termination is without prejudice to any right or remedy that may have accrued or be accruing to either party prior to termination. Any provision of these Evaluation Terms which contemplates or requires performance after the termination of these Evaluation Terms or that must survive to fulfill its essential purpose, including the terms of this Section (*Term and Termination*), confidentiality, warranty disclaimers, indemnities, liability, and compliance with laws, will survive the termination and continue in full force and effect until completely performed.

12. **Compliance with Applicable Laws**. Evaluator 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 with Evaluator's exercise of its rights and obligations under any part of these Evaluation Terms. Without limiting the foregoing, Evaluator will comply with all applicable trade control laws, including but not limited to any sanctions or trade controls of the European Union ("E.U."), Canada, the United Kingdom ("U.K."), and United Nations ("U.N."); the Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security; U.S. sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); or on the U.S. Department of Commerce Entities List ("Entities List"); and any import or export licenses required pursuant to any of the foregoing; and all applicable anti-money laundering laws, including the U.S. Bank Secrecy Act, Money Laundering Control Act, and Patriot Act, the Canadian Proceeds of Crime (Money Laundering) and Terrorist Financing Act, the U.K. Proceeds of Crime Act, and legislation implementing the International Convention on the Suppression of the Financing of Terrorism or the money laundering provisions of the U.N. transnational Organized Crime Convention. Evaluator represents and warrants that: (i) Evaluator is not located in, under the control of, or a national or resident of any country to which the export of any software or technology licensed under these Evaluation Terms, or related information, would be prohibited by the applicable laws, rules or regulations of the U.S., Canada, U.K., E.U., or other applicable jurisdiction; (ii) Evaluator is not a person or entity to whom the export of any software or technology licensed under these Evaluation Terms, or related information, would be prohibited by the laws of the U.S., Canada, U.K., E.U., or other applicable jurisdiction; (iii) Evaluator has and will comply with applicable laws, rules and regulations of the U.S., Canada, U.K., E.U., or other applicable jurisdiction(s) and of any state, province, or locality or applicable jurisdiction governing exports of any product or service provided by or through Entrust, and will conduct appropriate due diligence on all End Users to ensure transactions with them comply with same; (iv) Evaluator will not use the Evaluation Products for any purposes prohibited by applicable laws, rules or regulations on trade controls, including related to nuclear, chemical, or biological weapons proliferation, arms trading, or in furtherance of terrorist financing; (v) neither Evaluator nor any of its affiliates, officers, directors, or employees is (a) a person listed on, or directly or indirectly owned or controlled by, a person (whether legal or natural) listed on, or acting on behalf of a person listed on, any U.S, Canadian, E.U., U.K., or U.N. sanctions list, including OFAC's list of Specially Designated Nationals or the Entities List;

or (b) located in, incorporated under the laws of, or owned (meaning 50% or greater ownership interest) or otherwise, directly or indirectly, controlled by, or acting on behalf of, a person located in, residing in, or organized under the laws of Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine (each of (a) and (b), a “Denied Party”, as such list may be updated at <https://www.entrust.com/legal-compliance/denied-parties>); and (vi) Evaluator is legally distinct from, and not an agent of any Denied Party. In the event any of the above representations and warranties is incorrect or Evaluator engages in any conduct that is contrary to sanctions or trade controls or other applicable laws, regulations, or rules, any agreements, purchase orders, performance of services, or other contractual obligations of Entrust are immediately terminated.

13. **Third-Party Beneficiaries.** Evaluator hereby acknowledges that there may be third-party beneficiaries to these Evaluation Terms. To the extent that these Evaluation Terms contains provisions that relate to the Evaluation Products in which such third-parties have an interest, such provisions are made expressly for the benefit of such third-party beneficiaries and are enforceable by such third-party beneficiaries in addition to being enforceable by Entrust.
14. **U.S. Government End-Users.** Any software and documentation provided under these Evaluation Terms are commercial items, as that term is defined in 48 CFR 2.101, consisting of commercial computer software and commercial computer software documentation, as those terms are used in 48 CFR 12.212. If software or documentation is acquired by or on behalf of the U.S. government or by a U.S. government contractor (including without limitation prime contractors and subcontractors at any tier), then in accordance with 48 CFR 227.7202-4 (for Department of Defense licenses only) and 48 CFR 12.212 (for licenses with all federal government agencies), the government’s rights to such software and documentation are limited to the commercial rights specifically granted in these Evaluation Terms, as restricted by these Evaluation Terms. The rights limited by the preceding sentence include any rights to reproduce, modify, perform, display, disclose, release, or otherwise use the software or documentation. This Section (*U.S. Government End-Users*) does not grant Evaluator any rights not specifically set forth in these Evaluation Terms. Evaluator shall not remove or deface any restricted rights notice or other legal notice appearing in any software or documentation or on any associated packaging or other media. Evaluator shall require that its U.S. government users of any software or documentation agree to and acknowledge the provisions of this Section (*U.S. Government End-Users*) in writing.
15. **Miscellaneous.** Nothing contained in these Evaluation Terms 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. Evaluator will not (and has no right to) assign, sell, transfer, or otherwise dispose of, whether voluntarily, involuntarily, by operation of law, or otherwise, these Evaluation Terms or any right or obligation under these Evaluation Terms without the prior written consent of Entrust. Entrust may, without the consent of Evaluator, assign these Evaluation Terms together with all of its rights and obligations under these Evaluation Terms to an Affiliate, or as part of a sale, merger, or other transfer of all or substantially all the assets of the business to which these Evaluation Terms relates. If any provision of these Evaluation Terms are held to be unenforceable or illegal, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions of these Evaluation Terms and such remaining provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances. The failure of a party to claim a breach of any term of these Evaluation Terms shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term. Any disputes related to the Evaluation Products, as well as the construction, validity, interpretation, enforceability and performance of these Evaluation Terms, and all claims arising out of or related to these Evaluation Terms, including tort claims, shall be governed by the laws of the State of Minnesota, United States, and shall be brought in the federal and state courts located in Hennepin County, Minnesota. Each party hereby agrees that the applicable courts identified in this Section (*Miscellaneous*) shall have personal and exclusive jurisdiction over such disputes. In the event that any matter is brought in a provincial, state or federal court each party waives any right that such party may have to a jury trial. 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, shall not apply to these Evaluation Terms. The Evaluation Terms and items expressly incorporated into any part of these Evaluation Terms form the entire agreement of the parties with respect to the Evaluation Products. All terms and conditions on any purchase orders, supplier registration forms, supplier code of conduct, or similar document issued by Evaluator shall not amend the terms of these Evaluation Terms and will be of no force or effect notwithstanding any term or statement to the contrary made in such document. Neither party has entered into these Evaluation Terms in reliance upon any representation, warranty, condition or undertaking of the other party that is not set out or referred to in these Evaluation Terms. The definitive version of these Evaluation Terms are written in English. If these Evaluation Terms is translated into another language and there is a conflict between the English version and the translated version, the English language version controls. Some versions of the Evaluation Products which have been designated as localized or country-specific may nonetheless contain certain components and/or interfaces that are in the English language only. In these Evaluation Terms, the words “including”, “include” and “includes” will each be deemed to be followed by the term “without limitation”. The section or other headings in these Evaluation Terms are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of these Evaluation Terms. Any exhibit, document or schedule referred to in these Evaluation Terms 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 these Evaluation Terms. References to any statute or regulation mean such statute or regulation as amended at the time and includes any successor statute or regulation.