



NCIPHER SECURITY
IS AN ENTRUST COMPANY

Worldwide General Terms and Conditions

The following terms and conditions ("**Terms and Conditions**"), along with other supplemental documents referenced herein, apply to the use of Entrust provided hardware security modules (HSM) and related equipment along with the related software ("**Products**") or the provision of Entrust provided professional services relating to the installation, use and operation of the Products and/or support and maintenance services ("**Services**"). The Products and Services purchased by the final customer and/ or user ("**Customer**"), directly from Entrust (as defined below) or indirectly through an authorised partner, shall be specified in an applicable Entrust issued quotation document ("**Quotation**"). These Terms and Conditions, any supplemental documentation referenced herein, including without limitation, the EULA, Global Support Terms and Conditions and the Quotation (where issued directly to the Customer) shall together form the "**Agreement**" between the Customer and any one of the following Entrust entities fulfilling the Customer order ("**Entrust**") :-

(i) nCipher Security Limited; (ii) nCipher Security, LLC; or (iii) nCipher Security (Hong Kong) Limited; (iv) Entrust (Europe) Limited; (v) Entrust, Inc.; or (vi) Entrust Limited.

In the Agreement, "**Affiliate**" means, with respect to Entrust, any subsidiary (direct or indirect) of Entrust Corporation (including without limitation nCipher Security entities listed above), and, with respect to Customer, any corporation or other entity that is directly or indirectly controlled by Customer either through ownership of fifty percent (50%) or more of the voting rights for the board of directors or other mechanism of control.

All purchases (direct or indirect) and use of Products and Services by the Customer shall be deemed to be governed by the Agreement.

1. ORDER ACCEPTANCE

Customer shall be deemed to have accepted the Agreement either by submitting a purchase order for the Products and Services specified in an applicable Quotation or by any conduct that acknowledges the existence of the Agreement for such Products and Services, including without limitation, acceptance or use of the Products and/ or Services (for example where purchased through an authorized reseller). Entrust may not be obliged to accept an order placed by Customer, at its discretion, until Entrust issues a written acknowledgement of Customer's order or Entrust delivers the Products to Customer. Once accepted by Entrust, Customer's order is not cancelable.

2. PRICES AND TERMS OF PAYMENT

Prices or license fees shall be as specified in an applicable Quotation (where issued directly to the Customer) and do not include transportation fees, insurance costs, handling fees or taxes which shall be invoiced by Entrust and paid by Customer purchasing directly from Entrust.

Customer purchasing directly from Entrust agrees to pay the price or fee stated in an applicable Quotation within thirty (30) days of the date of receipt of Entrust's invoice WITHOUT ANY OFFSET OR DEDUCTION WHATSOEVER. Entrust reserves the right to withdraw any credit advanced at any time. If Customer fails to pay the price or any other payment due hereunder when due, Entrust may recover, in addition to the price or other payment, interest thereon at the rate of one and one half percent (1.5%) per month where lawful, otherwise the maximum lawful monthly interest rate, and reasonable legal fees incurred by Entrust for the collection of such amounts. If Customer fails to pay the price or any other amount due and payable hereunder, no right, title or interest in or to the Products shall pass from Entrust and Customer shall hold the Products on a fiduciary basis as Entrust's bailee and accordingly Entrust shall have the right to trace any proceeds of sale by Customer. All payments made by Customer are non-refundable. Entrust may cancel any accepted order and may delay or decline to make any further shipments in the event of:

- a) any non-payment or other default by Customer;
- b) bankruptcy or insolvency of Customer; or
- c) any proceeding brought by or against Customer, voluntarily or involuntarily, under any provision of any bankruptcy or other insolvency law of any nation or community of nations and any political subdivision thereof.

3. TERM AND TERMINATION

- a) These Terms and Conditions shall be in effect commencing on the date the first Order Acknowledgement is issued by Entrust and will remain effective for a period of three (3) years and shall automatically renew for one-year periods thereafter unless written notice of non-renewal is provided by a party to the other party no less than sixty (60) days prior to the end of the initial period or renewal period, as applicable, unless terminated sooner in accordance with the Agreement.
- b) The obligations with respect to each Services will commence on the date that the Order Acknowledgement for the Services issued by Entrust, unless otherwise specified in the Order Acknowledgement or any other Services related documentation, terminated earlier in accordance with the Agreement (“Services Term”).
- c) Either party may terminate the Agreement by giving notice to the other party: (i) if the other party commits a material breach of the Agreement (which shall include without limitation non-payment and breach of EULA) 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; (ii) if the other party (A) 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, (B) has filed against it an involuntary petition of bankruptcy that has not been dismissed within thirty (30) days thereof, (C) files a voluntary petition of bankruptcy, or a petition or answer seeking reorganization, or an arrangement with creditors, or (D) seeks to take advantage of any other law relating to relief of debtors, or makes an assignment for the benefit of creditors; or (iii) with respect to a particular Service offering, as otherwise provided in the applicable Service or Product related documentation.
- d) If there are any ongoing Service offering(s) continuing as at the date of a termination or a no renewal notice, the termination notice must specify whether it terminates the Agreement with respect to such Service offerings(s). Unless the termination or non-renewal notice also expressly provides a notice of termination pursuant to the Agreement with respect to the ongoing Service offering(s), the ongoing Service offering(s) will continue until the end of the then current Services Term, and the Agreement will survive in respect of that Service offering(s) and continue to govern such Service offering(s) until the end of the current Services Term.
- e) Upon termination of the Agreement for any Service offering(s), Entrust will have no further obligation to provide the Service offering(s), Customer will immediately cease all use of the Service offering(s).
- f) Termination of the Agreement is without prejudice to any right or remedy that may have accrued or be accruing to either party prior to termination. Any provision of this Agreement which contemplates or requires performance after the termination of this Agreement or that must survive to fulfill its essential purpose, including without limitation the terms of this clause (Term and Termination), confidentiality, disclaimers, limitations and exclusions of liability, and any payment obligations, will survive the termination and continue in full force and effect until completely performed.

4. DELIVERY

Products will be deemed delivered when Entrust makes the Products available and ready for shipment from Entrust’s shipping facility (EXW as defined in Incoterms 2020) or in the case of export orders when Entrust delivers Products to the Customer’s carrier (FCA as defined in Incoterms 2020). Customer is responsible for all costs and bears all risks involved in taking the goods from Entrust’s shipping facility/Customer’s carrier to Customer. In the absence of specific instructions, Entrust will select the carrier and, at its discretion, may ship “collect”, prepaid or subject to invoice payment terms, but shall not be deemed thereby to assume any liability in connection with the shipment, nor shall the carrier be construed to be the agent of Entrust.

Entrust will insure the full value of the Products against loss or damage in transit in return for an additional charge as indicated on the Quotation. In the event of a claim for loss in transit, claims may be made forty-eight (48) hours after the expected delivery date, whereupon Entrust will refund the price of the lost shipment. Items that are damaged in transit should be returned in their original packaging, whereupon Entrust will replace the damaged equipment, such replacements to be subject to normal lead times.

Delivery dates specified in any Customer documentation or purchase order shall not be binding on Entrust. All dates and times for delivery and installation of the Products or the provision of Services are estimates only and Entrust shall not have any liability for delay or for any damages or losses sustained by Customer as a result of

such dates or times not being met.

5. TAXES

Customer shall pay on or before their due dates all such taxes, fees, duties and charges which arise out of or in connection herewith, (except for taxes arising or connected with Entrust's net income), unless Customer provides Entrust with a proper tax-exemption certificate. Income or similar taxes assessed or imposed on Customer remain Customer's sole responsibility. Entrust, for its part, will provide Customer with applicable certificates, forms, or other information as Customer reasonably requests to document exemption or reduction of withholding tax. If Customer is required by law to make any deduction or withholding from any sum payable to Entrust by Customer hereunder, then the sum payable by Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after all deduction and withholding, Entrust receives and retains, free from liability for any deduction or withholding, a net amount equal to the amount Entrust would have received and retained in the absence of such required deduction or withholding.

6. PURCHASE THROUGH AUTHORIZED RESELLER

Notwithstanding anything to the contrary, if Customer has purchased through an Entrust authorized reseller then the terms relating to fees and taxes will be those terms established between Customer and such reseller instead of those set out in the Agreement.

7. SOFTWARE AND FIRMWARE LICENSE

Software or documentation provided by Entrust that is incorporated into a hardware device or that is provided separately or on a stand-alone basis is licensed and is not sold. Customer's rights are established by and limited to the terms and conditions specified in the End User License Agreement (EULA) accompanying the Products and published at <https://www.entrust.com/-/media/documentation/licensingandagreements/ncipher-security-end-user-license-agreement.pdf> . No right is granted to Customer to obtain source code for any Entrust provided software. For purposes of this Agreement, the terms "sale", "sell", "buy" or "purchase" shall be deemed to apply to and include the terms "license" or "provision of a service" as the context so requires and nothing herein shall be deemed to establish or imply that a purchase or sale is a conveyance of the underlying intellectual property rights of the Products and no software or no software component of a Product shall be deemed to have been purchased, bought or sold but rather shall only be deemed to have been licensed.

8. PROPRIETARY RIGHTS

Customer shall not remove any trademark or copyright notice from any Entrust provided Product, or documentation. Products incorporate proprietary technology and trade secrets of Entrust and its licensors. All right, title and interest in and to the Products, other than that expressly granted to Customer shall remain vested in Entrust and its third party suppliers. Customer acknowledges that the Products and accompanying documentation provided by Entrust contain proprietary technical knowledge and techniques embedded in the Products and as between Customer and Entrust, the ownership of all intellectual property rights shall remain with Entrust and its licensors. Customer agrees that a sale of Products does not constitute a sale of any of Entrust's or its licensors intellectual property rights.

9. SUPPORT AND SERVICES

Entrust provides the service levels and support Services for the Products as set out in the Global Support Terms and Conditions published at <https://www.entrust.com/-/media/documentation/licensingandagreements/ncipher-security-global-support-terms-and-conditions.pdf> . Where support is purchased through an authorized reseller and the order or Quotation indicates that the reseller will provide support, then such support will be provided by the authorized reseller (and not Entrust).

If the Services required by Customer are special services such as installation, commissioning, training, development or management services, any additional terms of Entrust applicable to such Services will apply.

10. INTELLECTUAL PROPERTY INDEMNITY

Subject to clause 13, Entrust will defend at its own expense, or at its option, settle any action brought by a third party against Customer to the extent that it is based upon a claim that an Entrust provided Product infringes a valid Canada, United States, European Union, Hong Kong or United Kingdom patent or copyright or

misappropriates a third party's trade secret ("IP Claim"). Entrust will pay direct costs and direct monetary damages finally awarded against Licensee in any such IP Claim, which are directly and solely attributable to such IP claim (the "IP Indemnity").

The IP Indemnity is subject to and limited by: (i) Customer providing prompt notification in writing to Entrust of any such action; (ii) Entrust having sole control of the defense and all negotiations for settlement of such action; (iii) Customer providing all available information, reasonable assistance and authority to enable Entrust to defend, negotiate and settle such action; and (iv) Customer not making any admission or taking any other action that could prejudice the defense or settlement of the claim.

Sole and exclusive remedy. Should such Products become, or in Entrust's opinion, be likely to become the subject of an IP Claim or the use thereof become restricted by a court awarded injunction, Customer shall permit Entrust, at Entrust's sole option and expense, the right to either: (i) procure for Customer the right to continue using such Products by license or release from claim of violation, infringement or misappropriation; (ii) modify such Product so that they are functionally equivalent but are no longer subject to a claim; (iii) replace the Product with equally suitable substitute Product free from claim; or (iv) refund to Customer the purchase price for the impacted Product based on a three (3) year straight line depreciation schedule.

Exceptions to Entrust's indemnity. Entrust shall have no liability to the Customer under this IP Indemnity with respect to any IP Claim which is arising from: (i) Entrust compliance with any design, technical information, instructions or specifications furnished by the Licensee; (ii) the combination or utilization of the products or services not provided by Entrust or, provided that the Product when used alone does not give rise to such infringement; (iii) the modification of the Products furnished hereunder other than by Entrust or its agents, servants or subcontractors; (iv) IP Claim that results from ongoing or continued use of the Product, where Customer has been advised by Entrust to discontinue use of the Products; or (v) the use of the Products contrary to the documentation provided by Entrust.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF ENTRUST AND ITS LICENSORS AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS INFRINGEMENT BY THE PRODUCTS, ANY SERVICE, ANY PART THEREOF OR THE USE THEREOF, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE, AND INDEMNITIES WITH RESPECT THERETO. NOTWITHSTANDING THE FOREGOING, ALL OPEN SOURCE SOFTWARE OR FREeware INCLUDED WITH THE PRODUCT IS PROVIDED WITHOUT ANY RIGHTS TO INDEMNIFICATION.

11. WARRANTIES

Entrust warrants that the Product will function substantially as detailed in the respective Product specification delivered with the Product. Such warranty is valid for a period of twelve (12) month from the date of delivery in the case of hardware, and ninety (90) days from the date of delivery in the case of software. In the event that the Product's functionality is materially impaired by virtue of defects in workmanship Entrust will correct, repair or replace the affected Product, provided that Entrust receives written notification of claim under this warranty within the warranty periods herein described. For the avoidance of doubt Entrust neither warrants, nor can be expected to warrant, that any Product is fit for Customer's purpose, that the Product is wholly free from defect, that use of the Product will be uninterrupted or error free or that any particular defect can be remedied. In addition, Entrust will have no liability to Customer, if Customer neglects to install within a reasonable time period any failure correction software or update or release of the software made available to Customer that would have avoided or mitigated the claim.

Entrust warrants that Services will be performed in a professional and workmanlike manner. Entrust shall only have liability for such breaches of warranty if Customer provides written notice of the breach to Entrust within thirty (30) days of the performance of the applicable support and/ or Services.

THE FOREGOING WARRANTY IS CONTINGENT UPON CUSTOMER'S PAYMENT OF THE PRICE OR FEE SPECIFIED IN AN APPLICABLE QUOTATION. THE FOREGOING WARRANTY SHALL ALSO NOT APPLY IF THE PRODUCT NONCONFORMITY ISSUE IS CAUSED BY THE PRODUCT BEING SUBJECTED TO UNSUITABLE OPERATING ENVIRONMENT INCLUDING WITHOUT LIMITATION UNUSUAL PHYSICAL, ELECTRICAL, ELECTROMAGNETIC OR ELECTRONIC STRESS AFTER DELIVERY, FIRE OR OTHER ACTS OF GOD, ROUGH HANDLING DURING TRANSPORTATION, PRODUCT MODIFICATION OR REPAIRS PERFORMED BY ANYONE OTHER THAN ENTRUST OR TO ANY ASSOCIATED OR COMPLEMENTARY EQUIPMENT OR SOFTWARE NOT FURNISHED BY ENTRUST, OR ANY PRODUCT MISUSE, OR NEGLIGENCE.

12. DISCLAIMER

THE WARRANTIES IN CLAUSE 11 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE, WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. ENTRUST'S EXPRESS WARRANTY SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF ENTRUST RENDERING TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE PRODUCTS. ENTRUST MAKES NO WARRANTY AS TO THE SECURITY PROVIDED BY ANY PRODUCT.

13. LIMITATION OF LIABILITY

a. SUBJECT ALWAYS TO CLAUSE 13.C, UNDER NO CIRCUMSTANCES SHALL ENTRUST'S (NOR ENTRUST'S LICENSORS OR AUTHORIZED PARTNERS') AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, THE AGREEMENT OR ENTRUST'S PERFORMANCE OR ASSERTED FAILURE TO PERFORM IN RELATION TO THE AGREEMENT, EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCT THAT GAVE RISE TO THE CLAIM REGARDLESS OF WHETHER SUCH CLAIM OR LIABILITY ARISES OR ALLEGES IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER AN INDEMNITY OR OTHERWISE.

b. SUBJECT ALWAYS TO CLAUSE 13.C, IN NO EVENT WILL ENTRUST (NOR ENTRUST'S LICENSORS OR AUTHORIZED PARTNERS) BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR TORT DAMAGES OR FOR ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SERVICES OR ENTRUST'S PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THE AGREEMENT, WHETHER OR NOT ENTRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS CLAUSE ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN ENTRUST AND CUSTOMER.

c. NOTHING IN THE AGREEMENT SHALL HOWEVER LIMIT OR EXCLUDE ENTRUST'S (NOR ENTRUST'S LICENSORS OR AUTHORIZED PARTNERS') LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF ENTRUST, FOR FRAUD OR FRAUDULENT MISREPRESENTATION OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.

14. COMPLIANCE WITH LAWS

Customer will comply in all respects with any and all applicable laws, rules and regulations and obtain all permits, licenses and authorizations or certificates that may be required in connection with Customer's exercise of its rights and obligations under any part of the Agreement, including use or access by any users of the Customer. Without limiting the foregoing, Customer 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. Customer represents and warrants that: (a) neither Customer nor any of its users is 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 the Agreement, 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; (b) neither Customer nor any of its users is a person (natural or legal) to whom the export of any software or technology licensed under the Agreement, or related information, would be prohibited by the laws of the U.S., Canada, U.K., E.U., or other applicable jurisdiction; (c) Customer and each of its users have 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; (d) Customer and all its users will not use any Product 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; (e) neither Customer nor any of its users nor any of its Affiliates, officers, directors, or employees is (i) an individual listed on, or directly or indirectly owned or controlled by, a person (legal or natural) listed on, or acting on behalf of a person (legal or natural) 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 (ii) 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 any of the countries listed at <https://www.entrust.com/legal-compliance/denied-parties> (each of (i) and (ii), a "Denied Party"); and (f) Customer and each of its users 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 the Customer or any of its users engage 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.

14. SEVERABILITY

In the event that any term, clause or provision of the Agreement is construed to be or adjudged invalid, void or unenforceable, such term, clause or provision will be modified or severed in such manner as to cause the Agreement to be valid and enforceable while preserving to the maximum extent possible the terms, conditions and benefits of the Agreement, and the remaining terms, clauses and provisions will remain in full force and effect.

16. WAIVER

Each right and remedy of Entrust under the Agreement is without prejudice to any other right or remedy of Entrust whether under the Agreement or not. Failure or delay by Entrust in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement. Any waiver by Entrust of any breach of, or any default under, any provision of the Agreement shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

17. GOVERNING LAW AND DISPUTE RESOLUTION

Any disputes related to the products and services offered under the Agreement, as well as the construction, validity, interpretation, enforceability and performance of the Agreement, shall, (i) if Customer is located in Canada, be governed by the laws of the Province of Ontario, Canada, and shall be brought in the provincial or federal courts sitting in Ottawa, Ontario; (ii) if Customer is located in Europe, Middle East or Africa, be governed by the laws of England and Wales and shall be brought in the courts sitting in London, England; and (iii) if Customer is located anywhere else in the world, 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 clause (Choice of Law) 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 or of the Uniform Computer Information Transactions Act, each as amended, shall not apply to the Agreement. This clause (Choice of Law) governs all claims arising out of or related to this Agreement, including tort claims.

18. FORCE MAJEURE

Except for payment obligations, neither Entrust nor Customer shall be liable for any failure or delay in performing its obligations hereunder during any period in which such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, natural disasters, embargo, strike or other labor dispute, delays in transportation or lack of transportation facilities, riot or the intervention of or restriction posed by any government authority, terrorism, epidemics and pandemics.

19. U.S. GOVERNMENT RESTRICTED RIGHTS

All software being acquired by the United States Government that comprises or is incorporated into or accompanying any product or service is "restricted computer software" as such term is defined in paragraph (a) of the Federal Acquisition Regulation 52.227.19, Commercial Computer Software – Restricted Rights. Such software is licensed with "Restricted Rights". If Software or Firmware are being acquired by the United States Government, the Software and Firmware and related Documentation shall be deemed to be commercial

computer software and documentation developed exclusively at private expense; and if acquired by or on behalf of a civilian agency, shall be subject to the terms of the computer software license as specified in 48 C.F.R. 12.212; and if acquired by or on behalf of units of the United States Department of Defense ("DoD") shall be subject to the terms of the commercial computer software license as specified in 48 C.F.R. 227.7202, DoD FAR Supplement and its successors. All Products provided by Entrust are Commercial Items as defined in FAR Part 2.101.

20. NO THIRD PARTY BENEFICIARIES

Entrust and Customer agree that the Agreement is intended to govern the rights and obligations between Entrust and Customer only and that there are no express or implied third party beneficiaries under the Agreement.

21. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT

For sales made in the European Union, the Customer alone shall be responsible for, and shall bear the cost of the collection, treatment, recovery and environmentally sound disposal of waste electrical and electronic equipment for the purposes of any decree, statute, regulations, order or other legislation which implements the terms of Directive 2012/19/EU on Waste Electrical and Electronic Equipment (WEEE) in the member state concerned.

22. INDEPENDENT CONTRACTORS

The relationship of the parties is that of independent contractors, and nothing contained in the Agreement shall be construed to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither party is an agent of the other nor has the authority to make binding obligations for or on behalf of the other party. The employees and other representatives of each party may not be deemed to be or treated as employees or representatives of the other party.

23. ENTIRE AGREEMENT; AMENDMENTS

The Agreement represents the only agreement between the parties concerning the subject matter hereof and supersedes all prior representations, understandings and agreements whether written or oral. This Agreement may not be altered, amended or modified except by formal agreement in writing by the parties. Purchase orders and other documents provided by the parties in connection with the Agreement do not amend the terms of this Agreement, and Entrust's delivery of any Products or Services will not constitute acceptance of any terms contained in such documents.

24. ASSIGNMENT

Entrust may assign any or all of its rights or delegate any or all of its obligations under the Agreement without the consent of Customer. Customer may not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Entrust.

25. CONFIDENTIALITY

a. Confidential Information. "Confidential Information" means all non-public information, whether in oral, written or other tangible form that the party disclosing the information (the "Discloser") designates as being confidential or which, under the circumstances surrounding disclosure, the receiving party (the "Recipient") know or has reason to know should be treated as confidential, including this Agreement.

b. Confidentiality Obligations. Recipient agrees not to use, disseminate, or in any way disclose any Confidential Information of Discloser to any person, firm or business. Except to the extent necessary for the performance of Recipient's obligations hereunder, and for any other purpose Discloser may hereafter authorize in writing. Recipient agrees to treat all Confidential Information of Discloser with the same degree of care as Recipient accords to Recipient's own Confidential Information, but in no case less than reasonable care. Recipient agrees to disclose Confidential Information only to those Recipient's employees and independent contractors who need to know such information, and Recipient certifies that Recipient's employees and/or independent contractors have previously agreed in writing, to be bound by substantially similar terms and conditions to those contained in the Agreement. Recipient shall give immediate notice to Discloser of any unauthorized use or disclosure of Discloser's Confidential Information. Recipient agrees to give prompt assistance to Discloser in remedying any such unauthorized use or disclosure of the Confidential Information.

c. Exceptions. "Confidential Information" does not include any information which: a) is or becomes generally available to the public other than as a result of a breach of this Agreement; b) is known by Recipient prior to its receipt of the Confidential Information from Discloser, or is furnished by a third party to Recipient as a matter of right and without restriction on disclosure, so long as Recipient can provide clear evidence of such prior disclosure; c) is independently developed by Recipient without use of, or reference to any Confidential Information, so long as Recipient can provide clear evidence of such independent development; or d) agreed in writing by the parties not to be considered Confidential Information.

d. Required Disclosure. Disclosure of Confidential Information, either in response to a valid court order or other governmental body, or otherwise required by law, shall not be considered a breach of this Agreement, or a waiver of confidentiality for other purposes; provided that Recipient gives Discloser prompt prior written notice to enable Discloser to seek protective order or otherwise prevent such disclosure.

e. Term of Protection. Both parties agree to keep confidential any Confidential Information during the term of this Agreement and for a period of three (3) years thereafter, with the exception of trade secrets, which shall be confidential in perpetuity.

f. Notwithstanding anything else contained in the Agreement and without limiting the generality of the foregoing, Recipient shall not, disclose to, or share (directly or indirectly) any Entrust Confidential Information with any of its Affiliates, other subsidiaries or related companies located in China or Hong Kong.

26. 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, in which case it is deemed given and received upon receipt or (b) sent by international air courier service with confirmation of delivery to the addresses stated below, in which case it is deemed given and received when delivery is confirmed.

Notices to Customer: the address stipulated in the Quotation.

Notices to Entrust: FAO : Legal Department; Entrust Corporation, 1187 Park Pl., Shakopee, MN 55379-3817, USA.

27. ISSUANCE HSMs

If Customer has purchased an Issuance HSM, Customer is strictly prohibited from using the Issuance HSM as a general purpose HSM and may only use the Issuance HSM for the limited purposes of supporting Entrust's 'Issuance' products. An "Issuance HSM" means a hardware security module ("HSM") that that has been purchased and/or licensed specifically for supporting Entrust's credit card 'Issuance' products.