



## Entrust Datacard Products and Services General Terms and Conditions

These General Terms are part of a legally binding Agreement (as defined herein), which is confirmed or accepted when an “Accept” or similar button, and/or a check box presented with these General Terms is clicked and/or checked by you.

You, as the individual clicking and/or checking the aforementioned buttons and/or boxes, represent and warrant that you are lawfully able to enter into contracts (e.g. you are not a minor). If you are entering into the Agreement on behalf of a legal entity, for example, the company or organization you work for, you represent to us that you have legal authority to bind such legal entity. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT (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, AND/OR INSTALL THE ENTRUST DATACARD OFFERING. CONTINUED RIGHT TO ACCESS AND USE THE ENTRUST DATACARD OFFERING IS CONTINGENT ON YOUR (OR THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING ACCEPTANCE) CONTINUED COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT.

In consideration of the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. **Contract Structure and Parties.** These General Terms and Conditions (“General Terms”) govern access to and use of certain Entrust Datacard products and services (“Offerings”, and each, an “Offering”). Each Offering consists of the features, and is further subject to the offering-specific terms and conditions, set out in the applicable schedule attached hereto or available at <https://www.entrustdatacard.com/resource-center/licensing-and-agreements> (each, a “Schedule”).

An “Order” for one or more Offering(s) means (i) a Customer-issued purchase order (excluding any terms and conditions thereon) that is accepted by Entrust Datacard and refers to a valid Entrust Datacard quote for one or more Offering(s) and incorporates these General Terms; (ii) an electronic order submitted via Entrust Datacard’s online portal which facilitates transactions over the Internet; (iii) an order acknowledgement signed by or on behalf of Customer; or (iv) a statement of work for Professional Services (defined below) duly signed by each party.

Each Order, together with these General Terms and the applicable Schedule(s) for the Offering(s) listed on the Order constitute the “Agreement” between the purchasing entity named in the Order (“Customer”), and (i) Entrust Datacard Europe S.L., if Customer is located in the European Union; (ii) Entrust (Europe) Limited, if Customer is located in the Middle East, Africa, or a European country outside the European Union; (iii) Entrust, Inc., if Customer is located in the United States; or (iv) Entrust Datacard Limited, if Customer is located in any other jurisdiction (“Entrust Datacard”). In the Agreement, “Affiliate” means, with respect to Entrust Datacard, any subsidiary of Entrust Datacard Corporation, 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.

2. **Provision and Use of Licensed Software and Managed Services.** Subject to the terms and conditions of the Agreement, Customer will be entitled to receive, and Entrust Datacard agrees to provide, the Offering(s) as set out in an Order. Customer will not: (a) host, time-share, rent, lease, sell, license, sublicense, assign, distribute or otherwise transfer or allow third parties to exploit any component of any Offering, except as provided in the Agreement; (b) copy, modify, translate, reverse engineer, de-compile or disassemble, or create derivative works from any Offering except to the extent that law explicitly prohibits this restriction notwithstanding a contractual restriction to the contrary; (c) attempt to circumvent or disable

any restriction or entitlement mechanism that is present or embedded in any component provided as part of any Offering; (d) provide any passwords or other log-in information provided by Entrust Datacard as part of any Offering to any third party; (e) share non-public features or content of any Offering with any third party; (f) access any Offering in order to build or benchmark against a competitive product or service, or to build a product or service using similar ideas, features, or functions of any Offering; (g) use any Offering 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 or (h) use any Offering other than in accordance with the Agreement and in compliance with all applicable laws and regulations.

3. **Professional Services.** If Entrust Datacard provides any professional services and deliverables with respect to any Offering (“Professional Services”), these General Terms will include the additional terms in the Professional Services Schedule located at <https://www.entrustdatacard.com/-/media/documentation/licensingandagreements/certificate-hub/professional-services-schedule.pdf> with respect to such Professional Services. If and as applicable, a statement of work may be executed by both parties that sets out the scope and details of any Professional Services, including resource specialist(s), milestones, delivery dates, acceptance criteria, payment terms and any other information and terms related to the Professional Services.

4. **Hardware.** If Entrust Datacard provides any hardware (including any associated firmware and licenses) to Customer in connection with any Offering (“Hardware”), a separate set of terms and conditions provided with the Hardware will apply. If no separate set of terms was provided, these General Terms will include the additional terms in the Hardware Schedule located at <https://www.entrustdatacard.com/-/media/documentation/licensingandagreements/certificate-hub/hardware-schedule.pdf> with respect to such Hardware.

5. **Fees and Taxes.** Customer will pay to Entrust Datacard the amounts set forth in the Order(s) (including where overages are applicable, any overage fees). All fees are non-cancellable and non-refundable. All amounts due under the Agreement to Entrust Datacard must be paid to the Entrust Datacard Affiliate that issued the applicable invoice. Except as otherwise stated in the applicable Order, fees will be invoiced at the beginning of the Offering Term, and Customer will pay all amounts payable under the Agreement within thirty (30) days of the date of the invoice, without setoff or counterclaim, and without any deduction or withholding. Customer will be responsible for any taxes (other than taxes based on Entrust Datacard’s net income), fees, duties, or other similar governmental charge. Should any taxes be due, Customer will pay such taxes. Entrust Datacard may elect to charge Customer interest for late fees at the lesser of 1.5% per month or the maximum rate permitted by law. Notwithstanding any of the foregoing, if Customer has purchased through an Entrust Datacard 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 above. In addition, if payment is not received within five (5) business days of written notice that a payment is delinquent, Entrust Datacard may suspend provision of all or part of a product or service and may refuse any additional Orders.

6. **Term and Termination.**

6.1. The General Terms and Schedules shall be in effect commencing on the date the first Order is accepted 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 this Agreement.

6.2. The obligations with respect to each Offering will commence on the date that the Order for the Offering is accepted by Entrust Datacard, unless otherwise specified in the Order or in the applicable Offering Schedule, and will remain effective for the period specified in the Order or in

the applicable Offering Schedule, unless terminated earlier in accordance with this Agreement (“Offering Term”). Upon expiration of the Offering Term of any Offering purchased on a subscription basis, Customer may elect to renew its subscription for an additional length of time, as set forth in an Order for renewal, in which case the Offering Term for the Offering will be extended to include such additional length of time upon payment of the applicable fees for the additional length of time, all as set out in the Order for renewal.

- 6.3. Either party may terminate the Agreement by giving notice to the other party: (i) if the other party commits a material breach of the General Terms 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 Offering, as otherwise provided in the applicable Schedule.

#### 6.4. Effects of Termination and Expiration

- 6.4.1. Termination or Expiration of General Terms. Termination or expiration (non-renewal) of the General Terms also terminates all Schedules and the parties' ability to enter into any new Orders (including Orders to renew). If there are any ongoing Offerings as at the date of a termination notice, the termination notice must specify whether it terminates the Agreement with respect to such Offering(s). If there are any ongoing Offerings as at the date of a non-renewal notice, unless the non-renewal notice also expressly provides a notice of termination pursuant to the Agreement with respect to the ongoing Offering, the Order for the ongoing Offering will remain effective until the end of the then-current Offering Term, and the General Terms and Schedules will survive in respect of that Offering and continue to govern such Offering until the end of the current Offering Term. During such survival period, no new Orders (including any Orders to renew) may be made.
- 6.4.2. Termination of Agreement for Offerings. Upon termination of the Agreement for any Offering, Entrust Datacard will have no further obligation to provide the Offering, Customer will immediately cease all use of the Offering, and Customer will destroy any copies of documentation and delete any software Offering in its possession or control.
- 6.4.3. General. 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 this Agreement which contemplates or requires performance after the termination of this Agreement or that must survive to fulfill its essential purpose, including the terms of this Section (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.
- 6.4.4. Termination Fees. In the event of any termination by Customer, Customer is required to pay to Entrust Datacard any unpaid fees for any terminated Offerings performed (or otherwise provided) up to the date of termination, in accordance with Section 5 (Fees and Taxes). Entrust Datacard will not be required to refund the Customer any fees paid in advance.

7. **Confidentiality.** In this Section (Confidentiality), “Discloser” means the party that discloses Confidential Information (defined below), and “Recipient” means the party that receives it. 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 the Agreement. 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 (Confidentiality) and any acts or omissions of a Recipient Agent in breach of the terms and conditions of this Section (Confidentiality) shall be considered the acts or omissions of the Recipient. “Confidential Information” means any business, technical, financial, or other information, however conveyed or presented to the Recipient, including all information derived by the Recipient from any such information that is clearly designated by the Discloser as being confidential or that ought reasonably to be considered confidential by the Recipient. Confidential Information does not include any information that: (i) is Personal Data and Excluded Data, which are subject to Section 10 (Data Protection); (ii) is expressly excluded from the definition of Confidential Information in an applicable Schedule; (iii) was lawfully known by Recipient prior to disclosure; (iv) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of the Agreement; (v) was disclosed to Recipient by a third party without a duty of confidentiality to the Discloser; or (vi) is independently developed by Recipient without reference to Discloser’s Confidential Information. 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. Recipient agrees that its breach of this Section (Confidentiality) 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 of Warranty.**

**Except as may be expressly stated in the applicable Schedule or Order, each Offering is provided “as is”, and Entrust Datacard 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 Datacard makes no representations, conditions or warranties regarding any third party product or service, including any Third Party Vendor Product as defined below, with which any Offering may interoperate. Entrust Datacard makes no representations, conditions or warranties that any software will perform without interruption or error.**

9. **Liability.**

- 9.1. In this Section (Liability), “Entrust Datacard” will be deemed to mean Entrust Datacard Corporation, its Affiliates, and their respective suppliers, licensors, resellers, distributors, subcontractors, directors, officers, and personnel.
- 9.2. **In no event will: (i) Entrust Datacard be liable for, and Customer 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,**

use, or data, or costs of procurement or business interruption; (ii) Entrust Datacard's total aggregate liability arising out of or related to the Agreement or the use and performance of any products and services provided the Agreement exceed the fees paid to Entrust Datacard for the applicable product or service for the twelve months prior to the event giving rise to the liability, less any refunds, service credits or deductions.

- 9.3. **The exclusions and limits in this Section (Liability) apply: (a) regardless of the form of action, whether in contract (including fundamental breach), tort (including negligence), warranty, breach of statutory duty, misrepresentation, strict liability, strict product liability, or otherwise; (b) on an aggregate basis, regardless of the number of claims, transactions, digital signatures or certificates; (c) even if the possibility of the damages in question was known or communicated in advance and even if such damages were foreseeable; and (d) even if the remedies fail of their essential purpose. Customer acknowledges that Entrust Datacard has set its prices and entered into the Agreement in reliance on the limitations and exclusions in this Section (Liability), which form an essential basis of the Agreement.**
- 9.4. **Notwithstanding anything to the contrary in this Section (Liability) or elsewhere in the Agreement, to the extent required by applicable law Entrust Datacard neither excludes nor limits its liability for: (i) death or bodily injury caused by its own negligence; (ii) its own fraud or fraudulent misrepresentation; or (iii) other matters for which liability cannot be excluded or limited under applicable law.**

## 10. **Data Protection.**

- 10.1. To the extent that Entrust Datacard processes any Personal Data (as defined in the latest version of Entrust Datacard's customer data processing agreement ("DPA"), which is available at <https://www.entrustdatacard.com/resource-center/licensing-and-agreements>) on Customer's behalf and in performance of the Agreement, the terms of the DPA, which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms. Customer's acceptance of this Agreement shall be treated as acceptance and signing of the DPA (including the Standard Contractual Clauses attached to the DPA). Entrust Datacard reserves the right to update the DPA from time to time to comply with legal and regulatory requirements, and to keep current with upgrades and enhancements to its products and services. The latest version posted on Entrust Datacard's website shall always apply.
- 10.2. In addition, Customer represents and warrants that it will not provide or transfer or cause to be provided or transferred to Entrust Datacard any Excluded Data. "Excluded Data" refers to: (a) social security numbers or their equivalent (e.g., social insurance numbers), driver license numbers, biometric data, health card numbers, criminal information and other health-related information; (b) other Personal Data that would be considered sensitive in nature including without limitation of a "special category of data" under GDPR (EU Regulation 2016/679) and any applicable law applying to Personal Data; and (c) data regulated under the Health Insurance Portability and Accountability Act or the Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards or similar laws or regulations in place now or in the future in the applicable jurisdiction (collectively, the "Excluded Data Laws"). Customer recognizes and agrees that: (i) Entrust Datacard has no liability for any failure to provide protections set forth in the Excluded Data Laws or otherwise to protect excluded data; and (ii) Entrust Datacard's Offerings are not intended for management or protection of Excluded Data and may not provide adequate or legally required security for Excluded Data.
- 10.3. Customer agrees to defend, indemnify and hold harmless, Entrust Datacard and its Affiliates and their respective officers, directors and employees against any and all third party claims, demands,

suits or proceedings, costs, damages, losses, settlement fees, and expenses (including without limitation attorney fees and disbursements) arising out of or related to: (a) Customer's breach of or errors in providing the representations and warranties set out in this Section 10 (Data Protection), (b) the Personal Data or Excluded Data provided by the Customer, its customers or end users, and (c) any inaccuracies in any data provided by Customer, its customers or end users to Entrust Datacard.

11. **Security; Unauthorized Access.** Customer will take all reasonable steps to prevent unauthorized access to the Offering(s), including by protecting passwords and other log-in information. Customer will notify Entrust Datacard immediately of any known or suspected unauthorized use of the Offering(s) or breach of its security and will use commercially reasonable efforts to stop said breach. If, and to the extent that, Entrust Datacard deems it reasonably necessary to do so to respond to any actual or potential security concerns, including without limitation the security of other customers' (or their users') information or any other information or data processed by the Offering, Entrust Datacard may, on written notice to the Customer, suspend provision of all or part of the applicable Offering until such security concerns have been adequately addressed. Entrust Datacard must keep the Customer updated with the status of the security concerns.

12. **Nature of Relationship.** Nothing contained in the Agreement 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 the Agreement, nothing in the Agreement 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. The parties agree that no Entrust Datacard personnel is or will be considered the personnel of Customer.

13. **Entrust Datacard Affiliates.** Entrust Datacard may use one or more Affiliate(s) to perform its obligations under the Agreement, provided that such use will not affect Entrust Datacard's obligations under the Agreement.

14. **Third Party Beneficiaries.** Except as expressly provided in the Agreement or otherwise agreed in writing by the parties, the Agreement is made solely for the benefit of the parties hereto and their respective successors and permitted assigns, and no other person or entity will have or acquire any right or benefit under the Agreement, including under the UK Contracts (Rights of Third Parties) Act 1999.

15. **Third Party Products and Services.** Certain third-party hardware, software and services may be resold, distributed, provided or otherwise made available by Entrust Datacard (each, a "Third Party Vendor Product"). Third Party Vendor Products are subject to the applicable manufacturer's and/ or vendor's agreement that accompanies such Third Party Vendor Product or that is otherwise made available by such manufacturer and/ or vendor. 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 Offering (each, an "Ancillary Software"). If a separate license agreement pertaining to the Ancillary Software is embedded with the Offerings, then the Ancillary Software is subject to the applicable separate license agreement pertaining to the Ancillary Software. Upon request, Entrust Datacard will provide Customer with a complete list of Ancillary Software and corresponding licenses, which list shall be deemed Entrust Datacard Confidential Information. Any Third Party Vendor Product or Ancillary Software included with or embedded in the Offering may be used only with the applicable Offering, unless otherwise permitted in the applicable agreement accompanying such Third Party Vendor Product or Ancillary Software.

16. **U.S. Government End-Users.** Any software and documentation provided under the Agreement 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 the Agreement, as restricted by the Agreement. 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 Customer any rights not specifically set forth in the Agreement. Customer 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. Customer 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.

17. **High Risk Applications.** Customer may not use, or authorize others to use, any part of any Offering in any application in which the failure of the Offering 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 Datacard expressly disclaims any express or implied warranty of fitness for High Risk Applications.

18. **No Exclusivity.** Nothing in the Agreement shall prevent Entrust Datacard or its Affiliates from providing to a third party the same or similar products, services or deliverables as those provided to the Customer pursuant to the Agreement.

19. **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, or (b) sent by international air courier service with confirmation of delivery to the addresses stated below. All such notices or other communications will be deemed to have been given and received (a) upon receipt if personally delivered, or (b) when delivery is confirmed if sent by international air courier service.

Notices to Customer: the address stipulated in the Order.

Notices to Entrust Datacard:

From Canada: 1000 Innovation Drive, Ottawa, Ontario, Canada K2K 3E7

From Outside Canada: 1187 Park Pl., Shakopee, MN 55379-3817, USA

20. **Choice of Law.** 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, 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 Section (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, as amended, shall not apply to the Agreement. This Section (Choice of Law) governs all claims arising out of or related to this Agreement, including tort claims.

21. **Force Majeure.** Entrust Datacard will not be in breach of the Agreement for any delay or inability to comply with any obligation under the Agreement, and will not be responsible for any consequences

thereof, to the extent that such delay or inability is caused by a Force Majeure Event, provided (i) Entrust Datacard uses reasonable efforts to limit damages to Customer and to resume complying with its obligations; and (ii) the delay or inability is not due to Entrust Datacard's failure to take reasonable measures to protect against events or circumstances of the same type as that Force Majeure Event. "Force Majeure Event" means any event or circumstance, whether or not foreseeable, that was not caused by Entrust Datacard, including acts of God or the public enemy, civil commotion/disorder, riots, insurrections, war, terrorism, malicious damage, accidents, fire, floods, hurricanes, earthquakes, storms, strikes and other labor difficulties (whether or not Entrust Datacard is in a position to concede to demands), embargoes, acts of civil or military authorities, judicial action, failure of utility, transportation or communications infrastructures (including internet, telephone and telecommunications lines and networks, servers, firewalls, proxies, routers, switches, and bridges), failure or default of any superior CA, lack of or inability to obtain export permits or approvals, necessary labor, materials, energy, utilities, components or machinery, and acts or defaults of third party suppliers or service providers.

22. **No Waiver.** No failure to exercise, no delay in exercising, and no statement or representation other than by any authorized representative in an explicit written waiver, of any right, remedy, or power will operate as a waiver thereof, nor will single or partial exercise of any right, remedy, or power under the Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided in the Agreement or by law or at equity. The waiver of the time for performance of any act or condition under the Agreement does not constitute a waiver of the act or condition itself.

23. **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, the Agreement or any right or obligation under the Agreement without the prior written consent of the other party. Any purported assignment, sale, transfer, delegation or other disposition in violation of this Section (Successors; Assignment) will be null and void. Notwithstanding the foregoing, Entrust Datacard may, without the consent of Customer, assign the Agreement together with all of its rights and obligations under the Agreement (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 the Agreement relates. Subject to the foregoing limits on assignment and delegation, the Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

24. **Compliance with Applicable 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 under any part of the Agreement. Customer represents and warrants that: (a) Customer 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 the Agreement, or related information, would be prohibited by the applicable laws, rules or regulations of the United States, Canada or other applicable jurisdiction; (b) Customer is not an individual to whom the export of any software or technology licensed under the Agreement, or related information, would be prohibited by the laws of the United States, Canada or other applicable jurisdiction; and (c) Customer has and will comply with applicable laws, rules and regulations of the United States, Canada and 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 Datacard. Customer will not use any Offering for any purposes prohibited by applicable laws, rules or regulations on exports, including, without limitation related to nuclear, chemical, or biological weapons proliferation.

25. **No Other Rights Granted.** The rights granted under the Agreement are only as expressly set forth in the Agreement. No other right or interest is or will be deemed to be granted, whether by implication, estoppel, inference or otherwise, by or as a result of the Agreement or any conduct of either party under the Agreement. Entrust Datacard and its licensors expressly retain all ownership rights, title, and interest in the products and services provided by Entrust Datacard. Any permitted copy of all or part of any item

provided to Customer must include all copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy delivered by Entrust Datacard to Customer.

26. **Order of Precedence.** A provision in an Order executed by both parties will prevail over any conflicting provision elsewhere in the Agreement, and a provision in a Schedule will prevail with respect to the applicable Offering over any conflicting provision in the Agreement.

27. **Entire Agreement.** The Agreement (as defined in Section 1 (Contract Structure and Parties)) and items expressly incorporated into any part of the Agreement form the entire agreement of the parties. All terms and conditions on any purchase orders, supplier registration forms, supplier code of conduct, or similar document issued by Customer shall not amend the terms of the Agreement 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 the Agreement in reliance upon any representation, warranty, condition or undertaking of the other party that is not set out or referred to in the Agreement.

28. **Amendment.** The Agreement may not be modified except by formal agreement in writing executed by both parties.

29. **Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of the Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of the Agreement is held to be invalid or otherwise unenforceable in application to particular facts or circumstances: (a) such provision will be interpreted and amended to the extent necessary to fulfill its intended purpose to the maximum extent permitted by applicable law and its validity and enforceability as applied to any other facts or circumstances will not be affected or impaired; and (b) the remaining provisions of the Agreement will continue in full force and effect. For greater certainty, it is expressly understood and intended that each provision that deals with limitations and exclusions of liability, disclaimers of representations, warranties and conditions, or indemnification is severable from any other provisions.

30. **Language.** The definitive version of this Agreement (including the CPS) is written in English. If this Agreement is translated into another language and there is a conflict between the English version and the translated version, the English language version controls. If Customer is located in Quebec, the parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English; les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

31. **Interpretation.** The parties agree that the Agreement 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 the Agreement, the words “including”, “include” and “includes” will each be deemed to be followed by the term “without limitation”. The section or other headings in the Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of the Agreement. Any exhibit, document or schedule referred to in the Agreement 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 the Agreement. 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, sections, subsections, paragraphs, schedules and exhibits will be references to recitals, sections, subsections, paragraphs, schedules and exhibits of the Agreement. All dollar amounts in the Agreement are in U.S. currency unless otherwise indicated.