



## Hardware and Supplies Schedule

If Entrust provides any Hardware and Supplies in connection with an Order, then the following terms apply with respect to the Hardware and Supplies portion of the Offering. Capitalized terms not defined herein have the meanings given to them in the General Terms available at <https://www.entrust.com/general-terms.pdf>.

1. **Shipment; Title and Risk of Loss.** Unless otherwise specified in this Agreement: (i) Hardware and Supplies will be shipped at Entrust's sole discretion either EXW Entrust's dock, CPT, or otherwise agreed by Entrust in writing ("INCOTERMS 2020"); (ii) Customer is responsible for obtaining all insurance needed and for all shipping charges; (iii) Hardware and Supplies are deemed to be accepted by the Customer upon delivery in accordance with the INCOTERMS 2020 stated above; and (v) Customer is responsible for installation of the Hardware and Supplies. Legal title and risk of loss of or damage to the Hardware and Supplies pass from Entrust to Customer upon delivery to the shipping carrier in accordance with the applicable INCOTERMS 2020.
2. **Warranties.** Entrust makes no warranties with respect to the Hardware and Supplies or Software associated to Hardware and Supplies other than as set forth in this Schedule or as may be set forth in the documentation delivered by Entrust with the Hardware and Supplies ("Warranty Documentation"), which warranties are subject to the limitations set forth in this paragraph. Entrust warrants that i) Software associated to Hardware and Supplies will perform in accordance with specification set out in the related Documentation for a period of ninety (90) days from the date of delivery; and ii) Hardware and Supplies will be free from defects in material and workmanship for one year unless otherwise set forth in the Warranty Documentation. The remedy for breach of the aforesaid warranty is limited to the repair or replacement of the defective item at no charge to Customer (with the exception of duties, taxes, fees, or other similar governmental charge, on replacement items, which must be paid by Customer) or the refund of the purchase price of the item, at Entrust's sole option, and is conditioned upon (i) Customer's payment of the price or fee specified in an applicable Order (except for purchases via authorized resellers); (ii) the proper use, maintenance, management and supervision of the item; (iii) the exclusive use of Hardware and Supplies or consumable materials supplied by Entrust for the item; (iv) a suitable operating environment for the item; and (v) the absence of any intentional or negligent act or other cause external to the item affecting its operability or performance. This warranty will be null and void if maintenance is performed on a Hardware and Supplies by any party other than Entrust or a qualified party approved by Entrust or if any addition to, removal from or modification of the Hardware and Supplies is made without Entrust's approval. Once they have been replaced, all parts removed from Hardware and Supplies under warranty will become the property of Entrust. If Entrust is requested to provide maintenance service for the Hardware and Supplies that is not covered by the stated warranty, Customer will be responsible for the cost of all such service at Entrust's then-current time and materials rates.
3. **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 in the member state concerned.
4. **Software (and Firmware) License Associated to Hardware and Supplies.** Customer's rights related to Software (and Firmware) Associated to Hardware and Supplies are established by and



limited to the terms and conditions specified in the End User License Agreement (EULA) accompanying the Hardware and available at <https://www.entrust.com/end-user-license.pdf>.

5. **Support.** Entrust provides the service levels and Support Services for the Hardware and Supplies (including Software Associated to Hardware and Supplies) as set out in the Support Schedule or a separate Support agreement, a copy of which is available at request. Where Support is purchased through an authorized reseller and the Order indicates that the reseller will provide Support, such support will be provided by the authorized reseller.
6. **Issuance HSM.** 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.
7. **Resale and Distribution.** Certain third-party products may be resold, distributed, provided or otherwise made available by Entrust either on a standalone basis or in connection with a proprietary Entrust Offering ("Third Party Vendor Products"). Except as expressly stated in an applicable Offering Schedule, Entrust has no obligation and excludes all liability with respect to Third Party Vendor Products, the sale, licensing and use of which shall be exclusively subject to the third party vendor's terms, conditions and policy documents accompanying, embedded in, or delivered with the Third Party Vendor Products, or otherwise made available by the third party vendor. Without limiting the forgoing, Third Party Vendor Products are often identified on quotes with the code "3P", "Third Party" or with the third party vendor's name.