



Adaptive Issuance Production Analytics Solution Schedule

The Agreement for Entrust's Adaptive Issuance Production Analytics Solution is made up of these terms (the "Adaptive Issuance Production Analytics Solution Schedule"), the General Terms available at <https://www.entrust.com/general-terms.pdf> ("General Terms"), and an Order for such Offering. Capitalized terms not defined herein have the meanings given to them in the General Terms.

1. Definitions

- 1.1 **Central Issuance Equipment:** means Entrust's central issuance equipment currently in use by Customer.
- 1.2 **Documentation:** means any applicable documentation provided by Entrust describing the functions, features or specifications of the Software.
- 1.3 **Services:** means any implementation or consulting services related to the Software as set forth in Schedule 1 Implementation and Consulting Services Statement of Work.
- 1.4 **Customer Site:** means the Customer site located on the Order.
- 1.5 **Software:** means the Adaptive Issuance Production Analytics software used for analysing usage of Central Issuance Equipment.
- 1.6 **Third-Party Software:** means third party software products sublicensed by Entrust.

2. Software Subscription

- 2.1 For the duration of the Offering Term, Entrust hereby grants Customer a limited, non-exclusive, revocable, non-transferable, non-sublicensable right to, access, use, and to allow an authorized number of its employees to access and use, the Software at Customer's Site. Customer will not license, sell, rent, lease, transfer, assign, distribute, or host the Software, subject to:
 - 2.2.1 Customer's compliance with the terms of this Agreement,
 - 2.2.2 payment of applicable fees and taxes and
 - 2.2.3 Customer's use of the Software is in accordance with the Documentation.

3. Implementation and Consulting Services

- 3.1 **Services.** In addition to the Software Subscription, Entrust shall provide to Services related to the use of the Software and as set forth in Schedule 1 Implementation and Consulting Services Statement of Work. The scope of the Services is determined by the Software Subscription edition purchased as set forth in the applicable Order to this Agreement.
- 3.2 **Schedule.** The actual start and completion dates of the Services are dependent upon Entrust and Customer resource availability. Upon agreement by the parties of a start date for the Services and provided that Entrust resources have been confirmed to Customer, in the event Customer cancels or reschedules such Services by notifying Entrust less than five (5) business days prior to the agreed upon start date, Customer will reimburse Entrust for the costs incurred by Entrust due to Customer's cancellation or rescheduling.
- 3.3 **Travel and Expenses.** Unless otherwise provided in the Order, the actual, reasonable travel and living expenses and out-of-pocket expenses, if any, are not included in the Services fees and will be invoiced separately. Travel and living expenses are billed at cost.
- 3.4 **On-Site Working Space.** If required, Customer will provide one-site working space for Entrust professional services team that will provide the Services. Customer will take all steps reasonably necessary to ensure the health and safety of the employees and subcontractors of Entrust and its Affiliates when such personnel are on Customer sites and Customer shall advise such personnel of the rules and regulations governing their conduct at Customer sites.



3.5 **Provision of Data.** In order for Entrust to provide the Services, Entrust will require Customer to provide applicable production data from Customer's use of the Software. Entrust and Customer shall cooperate to facilitate the transfer of this data.

4. **Maintenance and Support.**

For the Offering Term, Entrust shall provide maintenance and support services which shall be governed by the software maintenance terms and conditions as set forth at <https://www.entrust.com/legal-compliance/terms-conditions/issuance-software>, which may be updated by Entrust from time to time.

5. **Non-Production Uses.**

The Software subscription herein is for production purposes and does not permit the use of the Software for testing and support, backup, disaster recovery and other purposes.

6. **Third Party Software.**

Third Party Software may be used only with the Software, the operating system/database shown in the Order and/or Documentation and, if applicable, the equipment on which such Third Party Software is embedded. The use restrictions in this Agreement apply to the use of the Third Party Software, including any Third Party Software which may be licensed in source code format. Any additional programs required for the operation of Third Party Software are specified in the applicable Documentation and subject to separate licenses. Entrust's licensors are third party beneficiaries to this Agreement and may enforce their rights hereunder.

7. **Intellectual Property Rights.**

7.1 The Software and all rights, title and interests in the Software (including without limitation all copyrights, patents, trade secrets and other intellectual property rights) are the sole property of Entrust, its suppliers, or licensors, and Customer receives no rights, title or interests in the Software except as expressly set forth in this Agreement. Without limiting the foregoing, unless expressly stated in an Order, Customer specifically agrees that Entrust exclusively owns and Customer unconditionally assigns to Entrust all rights to any and all modifications, enhancements, translations or adaptations of, or other changes to, the Software and any improvement or development based on the Software, whether developed, created or paid for by Customer or on Customer's behalf. All rights not expressly granted to Customer in this Agreement are expressly reserved by Entrust. The Software is protected by copyright and other intellectual property laws and treaties.

7.2 Customer agrees that it will make the Software available only to employees with a need to know, who are obligated to comply with all restrictions contained in this Agreement, and to maintain the secrecy of the Software and all other confidential information related thereto, including any benchmark tests, security audits and other audits performed on the Software. Customer agrees not to disclose, provide, or otherwise make available Entrust's confidential information, including its trade secrets and copyrighted material, in any form to any third party without the prior written consent of Entrust. Customer agrees further to implement reasonable security measures to protect such confidential information. Customer is responsible for the compliance of all users with these obligations.

8. **Limited Warranties.**

8.1 Entrust warrants that the Software will perform in substantial compliance with the specifications for the applicable version of the Software contained in the Documentation for the term of the Order. Entrust does not warrant that use of the Software will be uninterrupted, error free or will meet Customer's business requirements. The sole remedy and Entrust's sole obligation for



breach of this warranty will be limited, at Entrust's sole option, to either: (i) the repair or replacement of the non-conforming Software with Software that conforms to Entrust's specifications within a commercially reasonable time; or (ii) the refund of the purchase price of the Software, and will not include any other action or damages. No reseller, distributor, agent or employee of Entrust is authorized to make any modification or addition to the limited warranty and remedies stated above.

8.2 The above warranty does not apply to any damages, malfunctions, or non-conformities caused to or by: (i) Customer's use of Software in violation of this Agreement or in a manner inconsistent with the Documentation; (ii) use of the Software with non-Entrust furnished equipment, software, or facilities; (iii) Customer's failure to follow Entrust's installation, operation, repair or maintenance instructions; (iv) Customer's failure to permit Entrust timely access, remote or otherwise, to the Software; (v) failure to implement all new updates or upgrades to Software made available generally by Entrust; (vi) alteration, maintenance or modification of the Software by a party other than Entrust; or (vii) Software that has been subjected to abnormal physical or electrical stress, misuse, negligence or accident by Customer or a third party.

8.3 The above limited warranty and the intellectual property indemnity pursuant to section 10.1.1 (Intellectual Property Indemnity) of the General Terms DOES NOT apply to any beta software, evaluation software, testing or demonstration software, any temporary software modules or any software for which Entrust does not receive a license or subscription fee (collectively "Evaluation Software"). Evaluation Software provided AS IS without any warranty whatsoever.

9. **Audit.**

Customer grants to Entrust the right to examine its records, systems, equipment and information and interview its personnel during Customer's normal business hours to verify compliance with the terms of this Agreement. Customer shall provide all reasonable assistance and access to information necessary to perform the audit. Company may provide the results of any such audit to Company's third party licensors to the extent the Third Party Software is subject to the audit. In the event such audit discloses that Customer's use of the Software exceeds or exceeded the use permitted by or otherwise violates this Agreement, Customer shall promptly pay Company the appropriate fees and applicable taxes for such excess use. In the event the audit discloses any other non-compliance with this Agreement, Customer agrees to remedy such non-compliance immediately. In either event, Company reserves the right to terminate this Agreement.

10. **US Government Rights.**

The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. If Customer is the US Government or any contractor therefor, Customer receives only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.



ENTRUST

Schedule 1 Implementation and Consulting Services Statement of Work

1. Definitions

1.1 **Expert by Your Side hours** or **EBYS hours**: means for the Offering Term set out in the Order, Entrust will provide remote consulting and technical support that is limited to the purchased number of hours in the form of telephone or email assistance (provided during normal business hours), coordinated through an assigned Entrust project manager, to address general inquiries, questions, issues or changes related to the services provided by Entrust.

2. Solution Deliverables

2.1 Production Analytics Solution includes:

- 2.1.1 Production Analytics Software Package Install
- 2.1.2 Real time audit data accumulators for all MX/MXD/DX systems subscribed
- 2.1.3 Standard preconfigured efficiency and reject analysis dashboards
- 2.1.4 EBYS (Expert By Your Side) Services:
 - 2.1.4.1 See Solution Assumptions and Constraints for conditions associated with EBYS
 - 2.1.4.2 Hours are to be used within 12 months from start of solution subscription

2.2 Edition Level and Entitlements

2.2.1 Customer will receive the applicable entitlements set out below for the subscription level specified in the applicable Order.

Process Control and Real-Time Data	Basic Edition	Pro Edition
Production monitoring – Output rate, availability, performance, quality	▪	▪
Risks to productivity – rejections by module and code	▪	▪
Card delivery overview – Total forms, avg cards per form, fold and form types, card orientation	▪	▪
Smart card data – Chip quality, rejects, perso time, detailed erros		▪
Idle time – Contributing factors, productivity visibility		▪
Consulting Entitlements Per Year Consulting scope to be determined by edition purchased by customer	Basic Edition	Pro Edition
Engagements	1	2*
EBYS consulting hours	10	20
Software update**	▪	▪
Industry benchmarking	▪	▪
Availability, performance, and quality details	▪	▪
Recommendation, Explanation, and Benefit Impact of Resolution	▪	▪
Smart card performance		▪



*Second engagement during year to focus on one of the key areas, chosen by customer: performance, availability, or quality.

**Travel and expenses to be charged separately.

3 Implementation and Deployment

3.1 Implementation services include:

- 3.1.1 Requirements analysis and project management
- 3.1.2 Installation preparation and integration work prior to the on-site installation
- 3.1.3 On-site production installation, including:
 - 3.1.3.1 Install Productions Analytics Software
 - 3.1.3.2 Testing and trouble shooting
 - 3.1.3.3 The following is the order for installing the required components: license the Production Analytics Software, database server, application server, install measurement portal, install Grafana software, measurement accumulator, update Production Analytics Software

3.2 The solution deployment model includes:

- 3.2.1 Meetings, technical deep dive, and follow-up
- 3.2.2 Validate installation:
 - 3.2.2.1 Dashboard validation
 - 3.2.2.2 Collecting data from systems

4 Assumptions and Constraints

- 4.1 All data collected by the Product Analytics Software will be anonymous statistical production information only. The Software is not designed to collect or store any private customer data or sensitive card holder information as defined by PCI guidelines.
- 4.2 All data gathering processes will remain internal to the Customer's network.
- 4.3 Customer is responsible for ensuring that all technical, organizational, and logistical prerequisites have been met, as provided by Entrust and mutually agreed upon with Customer.
- 4.4 Customer is responsible for the security and availability of any secure communications channels required for data transfer between its internal network locations.
- 4.5 Statistical data gathered will be shared with Entrust for process analysis and consulting and for establishing Analytics Production Software performance and effectiveness.
- 4.6 Specific process statistics received by Entrust during implementation, testing and consulting engagements will be considered "customer confidential" and will not be shared or released outside of the Entrust organization without permission.
- 4.7 For consulting engagements:
 - 4.7.1 Unless otherwise agreed to, the analysis period is presumed to be 3 to 4 weeks of data.
 - 4.7.2 Requests for additional consulting support or custom features / dashboards can be accommodated and may be purchased as a separate line item on an Order or under an additional Order.