



## Entrust End User License

If Entrust provides any Software to Customer, alone or in connection with any other type of Offering (e.g. a Hosted Service), and no separate license was provided with such Software, the Agreement for the Software is made up of this end user license (“Software Schedule”), the Entrust General Terms and Conditions (“[General Terms](#)”), and an Order for the Software (or for the Offering in connection with which the Software is provided). Capitalized terms not defined herein have the meanings given to them in the General Terms.

### 1. **Scope.**

- 1.1. The Software is protected by copyright and other intellectual property laws and treaties. Copies of the Software provided to Customer (or Users) pursuant to the Agreement are licensed, not sold, and neither Customer nor any User receives any title to or ownership of any copy of the Software itself.
- 1.2. This Software Schedule does not grant any entitlement to receive any upgrades to the Software. If Customer is entitled to receive upgrades to any Software, for example as a result of purchasing maintenance and support under a separate Support Schedule or subscribing to an Offering that includes Support with upgrades for the connected Software, then such Software includes such upgrades, subject to any additional terms that may be imposed on enhanced features made available as part of the upgrade.
- 1.3. Connectors. There may be plugins or APIs that enable the Software to interoperate with third party products or services (each, a “Connector”). Customer acknowledges and agrees that such Connectors are not part of the Software, and that Entrust grants no rights, warranties or support for any Connectors or for the interoperability of the Software with such Connectors under this Software Schedule.

### 2. **Grant of Rights.**

- 2.1. General License Grant. Customer receives no rights to the Software other than those specifically granted in this Section 2 (Grant of Rights). Subject to Customer’s (and Users’) compliance with the Agreement, Entrust grants Customer, during the Offering Term, a personal, worldwide, non-exclusive, non-transferable, non-sub-licensable right to install and use the Software, and to grant its Users the ability to access and use the Software, in each case (a) in accordance with this Software Schedule; (b) in accordance with the Documentation; (b) in accordance with any specifications or limitations set out in the Order or imposed by technological means (such as a license code provided by Entrust) of the capabilities of the Software that Customer is permitted to use, such as limits associated with subscription levels, on copies of Software, on numbers or types of certificates, identities, users, signatures, protocols or devices, and on types of deployment (e.g. high availability, test or disaster recovery); and (c) subject to the general restrictions set out in Section 8 of the General Terms (General Restrictions).
- 2.2. Evaluation. At Entrust’s discretion, it may provide Customer with access to and the right to use the Software for evaluation purposes, in which case, notwithstanding anything to the contrary in the Agreement, either this Section 2.2 (Evaluation) or a separate evaluation agreement executed by both parties will apply. Subject to Customer’s compliance with all restrictions, conditions and obligations in the General Terms and this Software Schedule, for thirty (30) days Customer may solely as necessary for Customer’s evaluation of the Software install and use the Software exclusively in a test (non-production) environment (and which environment contains, for clarity, only fictitious non-production data) in such quantities, and subject to any restrictions on uses, as specified by Entrust. Entrust may extend the evaluation period in writing at its discretion. Evaluation purposes exclude any purpose from which Customer (or any of its Users) generates revenue. Sections 2.1 (General License Grant), 6 (Warranty), 7.1 (Term), and 11 (Publicity) of this Software Schedule do not apply to any evaluation of the Software. Entrust may in its sole discretion suspend or terminate any and all evaluation access and other evaluation rights to the



Software at any time, for any or no reason, without advance notice.

3. **Delivery.** Entrust shall make the Software available for electronic download within thirty (30) days of acceptance of an Order, subject to the receipt of all required documentation, including any required export and import permits. Thereafter, Customer shall be responsible for and bear all expenses (including taxes) related to making the permitted number of copies and distributing such copies if and as permitted in the Agreement. Customer will be the importer of record for the Software.
4. **Installation and Management.** Customer agrees that it will be responsible for installing and managing the Software in accordance with the Documentation. Entrust will have no responsibility or liability for any impact to or failure of the Software or any Offering with which the Software was provided resulting from Customer's (or Users') improper installation and/or management of the Software.
5. **Audit Rights.** Customer shall keep reasonable records relating to Customer's use of the Software sufficient to show compliance with the Agreement ("Usage Records"). A chartered or certified public accountant selected by Entrust may, upon reasonable notice and during normal business hours, but no more often than once a year, inspect such Usage Records. If the audit reveals that Customer's use has not been in compliance with the Agreement and as a result has not paid the full or correct price for its actual use, Entrust may invoice the unpaid price based on the price list current at the time of the audit. Customer shall pay the reasonable expenses incurred by Entrust to undertake the audit if the audit reveals either underpayment of more than 5% of the fees that should have been paid to Entrust for the audited period, or that Customer has materially failed to maintain Usage Records or provide them for inspection.
6. **Warranty.**
  - 6.1. **Software Warranty.** Entrust warrants that (i) for a period of ninety (90) days from the date of delivery each item of Software will perform in substantial accordance with the Documentation, as applicable to the scope of license purchased by Customer as set out in the Order; and (ii) at the time of delivery, Entrust shall have used commercially reasonable efforts to cause the Software to be free of any known computer virus or harmful, malicious, or hidden software, data, or other computer instructions whose purpose is to disrupt, damage, or interfere with the licensed use of computer and telecommunications software or hardware for their normal purposes ("Malware").
  - 6.2. **Warranty Exclusions.** The warranty in Section 6.1 (Software Warranty) shall not cover or apply with respect to any damages, malfunctions or non-conformities caused by (i) failure to use the Software in accordance with the Agreement and the Documentation; (ii) accident, misuse, abuse, improper operation, misapplication, or any other cause external to the Software; or (iii) any modifications or additions made to the Software by Customer.
  - 6.3. **Remedy for Breach of Warranty.** Entrust's exclusive liability and the Customer's sole and exclusive remedy for breach of the provisions of this Section (Warranty) shall be, at Entrust's option, to correct, repair or replace, free of charge, the Software which does not meet Entrust's warranty.
  - 6.4. **Except as expressly stated in this Section 6 (Warranty), the disclaimers in Section 13 (Disclaimer of Warranties) of the General Terms apply to the Software.**
7. **Term and Termination.**
  - 7.1. **Term.** The Software may be licensed on a perpetual or subscription basis, as specified in the Order. Unless otherwise specified on the Order, the Offering Term will commence on the date that the Order is accepted by Entrust and will continue in effect either (i) for perpetually-licensed Software, for so long as Customer continues to use the Software, or (ii) for subscription Software, for a period of one (1) year or such other period as stated in the Order, in each case, unless terminated earlier in accordance with the Agreement.



7.2. Termination. In addition to the termination rights in the General Terms:

7.2.1. Entrust may terminate a license to Software granted under this Software Schedule and refuse any additional Orders for Software if Customer commits a material breach of this Software Schedule and fails to remedy such material breach within thirty (30) days after delivery of notice of the occurrence or existence of such breach or such longer period as may be agreed to in writing by Entrust.

7.2.2. Customer may terminate a perpetual license to Software granted under this Software Schedule by destroying all copies of the Software under its control and notifying Entrust of such destruction.

8. **Price.** Customer will pay the costs and fees for the Software as set out in the applicable Order, which are payable in accordance with the Order and the General Terms.
9. **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.
10. **Export.** The Software and related technology and information may be subject to export or import restrictions as set out in the Documentation. Customer shall ensure compliance with such restrictions in accordance with the General Terms.
11. **Publicity.** Customer agrees that Entrust may identify Customer as a customer of the Software, and, subject to its prior review and approval of a proposed copy, Entrust may issue a press release and/or case study regarding Customer's use of the Software.