



## Digital Card Solution General Terms and Conditions

These general terms and conditions (“General Terms”) are made part of a legally binding agreement, by and between Entrust Corporation or other affiliate company (“Entrust”) identified in the Order (as defined in Section 1 below) and the purchaser identified on the Order (“Customer”), which is confirmed or accepted when the Order is made and presented with these General Terms, for any one or more Offering (as defined in Section 1 below). You, as the individual agreeing to these General Terms, 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 Entrust 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 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 OFFERING. THE CONTINUED RIGHT TO ACCESS AND USE THE ENTRUST OFFERING IS CONTINGENT ON CONTINUED COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT BY YOU (AND BY THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING ACCEPTANCE).

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.**

- 1.1. These General Terms govern purchase of, access to, and use of any one or more of the following Entrust products and services (each, an “Offering”): (a) managed or cloud services hosted by Entrust or its hosting providers (“Hosted Service”); or (b) consulting and other professional services (“Professional Services”). Each Offering consists of the features, and is further subject to the offering-specific terms and conditions, set out in the applicable terms of use or schedule attached hereto, provided with the Offering (each set of terms of use and each schedule, a “Schedule”). Without limiting the foregoing:
- 1.2. An “Order” for one or more Offering(s): (A) for Offerings purchased directly from Entrust, means an order for the purchase of an Offering accepted by Entrust which may take the form of (i) Entrust issued quote or order form signed by the Customer; (ii) a Customer-issued purchase order (excluding any terms and conditions thereon) that refers to a valid Entrust quote or price list for one or more Offering(s); (iii) an electronic order submitted via Entrust’s online portal which facilitates transactions over the Internet; (iv) a statement of work for Professional Services duly signed by each party, or (v) a valid Entrust work order or commercial offer signed by Customer; and (B) for purchases of Offerings through an authorized direct or indirect reseller of Entrust (“Partner”) means an order for the purchase of an Offering accepted by Entrust which may take the form of (i) Entrust issued quote signed by the Partner; (ii) a Partner-issued purchase order (excluding any terms and conditions thereon) that refers to a valid Entrust quote or price list for one or more Offerings; or (iii) an electronic order submitted via Entrust’s online portal which facilitates transactions over the Internet. An Order is deemed accepted by Entrust where Entrust issues an Order acknowledgement, starts to deliver, or provides access to the Offering (whole or in part), whichever comes first.
- 1.3. Each Order, together with these General Terms and the applicable Schedule(s) for the Offering(s) listed on the Order constitute the “Agreement” between Customer and Entrust. In the Agreement, “Affiliate” means, with respect to Entrust, any direct or indirect subsidiary or parent of Entrust, 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. **Customer's Users.** Customer is responsible for the use of the Offering by any individual, organization or legal entity (each, a "Person") who directly or indirectly receives access to, or the ability to use, the Offering or any component thereof through the Customer, including any such Persons more specifically described in the user guide, manual, technical specifications or release notes for the applicable Offering provided by Entrust, all as may be updated from time to time ("Documentation") or described in the applicable Schedule (each such Person, a "User"). Any act or omission of a User with respect to an Offering is deemed to be the act or omission of Customer.
3. **Restrictions.**
  - 3.1. General Restrictions. 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 find, circumvent, bypass, exploit, defeat, or disable any limitations, restrictions, security vulnerabilities, security mechanisms, filtering capabilities, or entitlement mechanisms that are present or embedded in any Offering or any component thereof; (d) provide any passwords or other log-in information provided by Entrust 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 transmit or store content or communications (commercial or otherwise) that is infringing, illegal, harmful, unwanted, inappropriate, objectionable, confirmed to be criminal misinformation or that otherwise poses a threat to the public or viruses, malware, worms, time bombs, Trojan horses and other harmful or malicious codes, files, scripts, agents or programs; (h) attempt to gain unauthorized access to any Offering, or to gain access by any means, including automated means (e.g. bots) other than those set out in the Documentation; (i) use any Offering bundled with or provided for use with another Offering independently of the applicable bundle or Offering with which it is intended to be used; or (j) use any Offering other than in compliance with all applicable laws and regulations.
  - 3.2. Hosted Services Restrictions. Customer will not: (a) attempt or make any denial of service (DoS) attack on any Offering or any other conduct that attempts to disrupt, disable, or overload any Offering; (b) attempt to gain unauthorized access to any Offering; (c) distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or "spam") using any Offering; (d) violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device using any Offering; (e) use any Offering to transmit or store any content or communications (commercial or otherwise) that is illegal, harmful, unwanted, inappropriate, objectionable, confirmed to be criminal misinformation, or otherwise poses a threat to the public; (f) use any Offering to engage in or encourage any activity that is illegal, fraudulent, deceptive, harmful, violating others' rights, or harmful to Entrust's business operations or reputation; (g) interfere with or otherwise negatively impacting any aspect of an Offering or any third-party components linked to any Offering; (h) create a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications.
4. **Fees and Taxes.** Customer will pay to Entrust 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 must be paid to the Entrust 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's net income), fees, duties, or other similar governmental charge. Should any taxes be due, Customer will pay such taxes. Sales and use taxes can be reduced if Customer provides Entrust with an exemption certificate or document acceptable to the appropriate authorities



exempting Customer from payment of these taxes. 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, which is the liability of the Customer. Entrust 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 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 may suspend provision of all or part of a product or service and may refuse any additional Orders.

## 5. **Term and Termination**

- 5.1. The General Terms and Schedules shall be in effect with respect to an Order commencing on the date the specific Order is accepted as described in Section 1.2 and shall be in place for the term indicated in the same Order, unless terminated sooner in accordance with this Agreement.
- 5.2. The obligations with respect to each Offering will commence on the date that the Order for the Offering is accepted by Entrust, 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”).
- 5.3. 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.
- 5.4. Effects of Termination and Expiration
  - 5.4.1. Termination or Expiration of General Terms. Termination or expiration of the General Terms also terminates all Schedules and the parties’ ability to enter into any new Orders. If there are any ongoing Offerings as at the date of a termination or non-renewal notice, unless the 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.
  - 5.4.2. Termination of Agreement for Offerings. Upon termination of the Agreement for any Offering, Entrust 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.
  - 5.4.3. 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.



5.4.4. Termination Fees. In the event of any termination by Customer, Customer is required to pay to Entrust any unpaid fees for any terminated Offerings in accordance with Section 4 (Fees and Taxes). Entrust will not be required to refund the Customer any fees paid in advance.

6. **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, that is clearly designated by the Discloser as being confidential or that ought reasonably to be considered confidential by the Recipient, including all information derived by the Recipient from any such information. Confidential Information does not include any information that: (i) is expressly excluded from the definition of Confidential Information in an applicable Schedule; (ii) was lawfully known by Recipient prior to disclosure; (iii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of the Agreement; (iv) was disclosed to Recipient by a third party without a duty of confidentiality to the Discloser; or (v) 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. Personal Data and Excluded Data (each as defined in Section 12 (Data Protection) below) are excluded from the general definition of “Confidential Information” and the application of this Section (Confidentiality) but are subject to the specific confidentiality and other provisions of Section 12 (Data Protection).

7. **Data Protection and Security.**

7.1. To the extent that Entrust processes any Personal Data (as defined in the latest version of Entrust’s customer data processing agreement (“DPA”), which is available at <https://www.Entrust.com/legal-compliance/data-privacy>) 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 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 the aforementioned website shall always apply.

7.2. Customer represents and warrants that it will not provide or transfer or cause to be provided or transferred to Entrust any Excluded Data, except if and as the provision or transfer of Excluded Data is expressly required and addressed in a Schedule. “Excluded Data” means: (i) social security numbers or their equivalent (e.g., social insurance numbers), driver license numbers, and health card numbers; (ii) other personal data that would be considered sensitive in nature including information regarding racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership,



genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation; (iii) data falling into a "special category of data" under EU General Data Protection Regulation; (iv) "cardholder data" as defined by the Payment Card Industry Data Security Standards; (v) data regulated under the Health Insurance Portability and Accountability Act or the Gramm-Leach-Bliley Act 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, except to the extent specified in a Schedule: (i) Entrust 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's Offerings are not intended for management or protection of Excluded Data and may not provide adequate or legally required security for Excluded Data.

8. **Professional Services.** If Entrust provides any consulting or other professional services and any related deliverables ("Professional Services") with respect to any Offering, the following provisions shall apply with respect to such Professional Services, unless a separate professional services agreement has been entered by the parties (e.g. Letter of Engagement).
- 8.1. An Order will further set out the scope and details of any Professional Services, including, if and as applicable, resource specialist(s), milestones, delivery dates, acceptance criteria, payment terms and any other information and terms related to the Professional Services.
- 8.2. Scheduling. The actual start and completion dates of the Professional Services are dependent upon Entrust resource availability and Customer resource availability. Upon agreement by the parties of a start date for the Professional Services and provided that Entrust resources have been confirmed to Customer, in the event Customer cancels or reschedules such Professional 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.
- 8.3. Professional Services Hours and Travel. Unless otherwise provided in the Order, the Professional Services will be provided on a time and materials basis. The Order will set out, if and as applicable, the number of hours in a working day, the specialists, their per diem rates, their estimated level of effort and their estimated fees. Fees are calculated to the nearest hour. Overtime work on Saturdays and beyond the number of hours in a working day will be charged at 1.5 times the regular per diem rate. Overtime work on Sundays and statutory holidays will be charged at 2 times the regular per diem rate. Work on Saturday, Sunday and statutory holidays is subject to a minimum charge of one (1) day. Except as otherwise provided in the Order, travel time is billable to Customer at fifty percent (50%) of the per diem rates. Actual, reasonable travel and living expenses and out-of-pocket expenses, if any, are not included in the Professional Services fees and will be invoiced separately. Travel and living expenses are billed at cost.
- 8.4. Background and Professional Services IP. Any intellectual property rights of a party or its Affiliates conceived, created, developed, or reduced to practice prior to, or independently of, any Professional Services provided under the Agreement ("Background IP") shall remain the exclusive property of such party or its Affiliate. Customer grants Entrust a non-exclusive, non-transferable, royalty-free, worldwide license for the term of the applicable Order to make, use and copy any Customer Background IP that it discloses to Entrust, but solely to the extent necessary for Entrust to provide the Professional Services to the Customer pursuant to the Order. The Professional Services, including all deliverables, are not "works for hire", and the intellectual property embodied therein is owned by Entrust ("Professional Services IP"). Entrust grants Customer a non-exclusive, non-transferable, royalty-free, worldwide, perpetual license to any Professional Services IP incorporated into a deliverable, but solely to the extent necessary to use and exploit the deliverable as contemplated in the applicable Order and only so long as such Professional Services IP is embedded in the deliverable and not separated therefrom.

9. **Disclaimer of Warranties.**

**Except as may be so expressly stated elsewhere in the Agreement, each Offering is provided "as is", and Entrust 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 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 makes no representations, conditions or warranties that any software will perform without interruption or error.

## 10. **Indemnities.**

### 10.1. **Intellectual Property Claims.**

**10.1.1. Intellectual Property Indemnity.** Entrust shall defend at its expense (including, for clarity, bearing court costs and reasonable attorney's fees) Customer against any claims by third parties that the Hosted Service furnished and used within the scope of the Agreement infringes upon or misappropriates a patent, trademark, copyright, trade secret or other intellectual or proprietary right (an "IP Claim"), and will pay any (i) amounts finally awarded against Customer by a court or arbitrator in any proceeding related to such IP Claim or (ii) settlement amounts approved in accordance with this Section (Indemnities).

**10.1.2. Mitigation by Entrust.** If (i) Entrust becomes aware of an actual or potential IP Claim, or (ii) Customer provides Entrust with notice of an actual or potential IP Claim, Entrust may (or in the case of an injunction against Customer, shall), at Entrust's sole option and expense: (i) procure for Customer the right to continue to use the affected portion of the Hosted Service (ii) modify or replace the affected portion of the Hosted Service with functionally equivalent or superior software or products so that Customer's use is non-infringing; or (iii) if (i) or (ii) are not commercially reasonable, terminate the Agreement with respect to the affected Hosted Service and refund to the Customer, as applicable, any prepaid and unused subscription fees for the affected Hosted Service for the terminated portion of the applicable Offering Term.

**10.1.3. Exceptions to Indemnity.** Entrust shall have no liability for any IP Claim in respect of any, Hosted Service to the extent that: (i) such Hosted Service is used by Customer outside the scope of the rights granted in the Agreement or in a manner or for a purpose other than that for which it was supplied, as contemplated by the Documentation; (ii) such Hosted Service is modified by Customer; (iii) such Hosted Service used by Customer in combination with other software, services, or equipment not provided by Entrust and the infringement arises from such combination or the use thereof; (iv) the IP Claim arises from information, data or specifications provided by Customer; (v) the Hosted Service was provided on a beta testing, proof of concept, evaluation or "not for resale" basis; or (vi) the IP Claim relates to the use of any version of the software other than the current, unaltered release, if such IP Claim would have been avoided by the use of a current unaltered release of the software.

**10.1.4. THE PROVISIONS OF THIS SECTION 10 (INTELLECTUAL PROPERTY CLAIMS) ARE SUBJECT TO SECTION 11 (LIABILITY) AND STATE THE SOLE AND EXCLUSIVE LIABILITY OF ENTRUST AND ITS AFFILIATES AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OF THE NATURE HEREIN.**

**10.2. Customer Data and Use Claims.** Customer agrees to defend, indemnify and hold harmless Entrust, its Affiliates and licensors, and each of their respective employees, officers, directors, and representatives against any and all third party claims, demands, suits or proceedings, fines, costs, damages, losses, settlement fees, and expenses (including investigation costs and 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 Section 7 (Data Protection), (b) the Personal Data or Excluded Data provided by the Customer or its Users (c) any inaccuracies in



any data provided by Customer or Users to Entrust, and (d) the misuse or misconfiguration of the Hosted Service by the Customer or any of its Users (each of (a)-(d), a “Customer Indemnified Claim”).

- 10.3. **Conditions.** The obligations in this Section (Indemnities) will apply only if indemnified party: (i) provides the indemnifying party prompt written notice of the IP Claim or Customer Indemnified Claim (“Claim”), provided that failure by the indemnified party to provide prompt notice will relieve the indemnifying party of its obligations only to the extent that the indemnifying party was actually and materially prejudiced by such failure; (ii) gives the indemnifying party the exclusive right to control and direct the investigation and defense of such Claim, including appeals, negotiations, and any settlement or compromise thereof, provided that the indemnified party will have the right to reject any settlement or compromise that requires that it or they admit wrongdoing or liability or that subjects it or them to any ongoing affirmative obligations; (iii) has not compromised or settled the Claim; and (iv) agrees to cooperate and provide reasonable assistance (at indemnifying party’s sole expense) in the defense.
11. **Liability.**
- 11.1. In this Section (Liability), “Entrust” will be deemed to mean Entrust, its Affiliates, and their respective suppliers, licensors, resellers, distributors, subcontractors, directors, officers, and personnel.
- 11.2. In no event will Entrust 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, customers, use, or data, or costs of reprourement or business interruption. For any given Offering, in no event will Entrust’s total aggregate liability arising out of or related to the Agreement or the use and performance of the Offering exceed the fees paid to Entrust in the prior twelve (12) months for the specific Offering under the Order giving rise to liability, less any refunds, service credits or deductions.
- 11.3. 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, indemnity, 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 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.
- 11.4. Notwithstanding anything to the contrary in this Section (Liability) or elsewhere in the Agreement, to the extent required by applicable law Entrust 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.
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 personnel is or will be considered the personnel of Customer.
13. **Affiliates.** Entrust may use one or more Affiliate(s) or subcontractors to perform its obligations under the Agreement, provided that such use will not affect Entrust’s obligations under the Agreement.



14. **Non-Solicitation.** Customer acknowledges that Entrust has specially trained personnel who may perform the Services and agrees that during the term of this Agreement and for one (1) year following the term Customer will not solicit or otherwise attempt to employ any such personnel without the prior written consent of Entrust; provided that such restriction does not apply to the hiring of employees who respond without solicitation by Customer to Internet or other advertisements of general circulation not specifically targeted to such employees.
15. **Third Party Products and Services.**
- 15.1. Third Party Vendor Products. Certain third-party hardware, software and services may be resold, distributed, provided or otherwise made available by Entrust ("Third Party Vendor Products"). Third Party Vendor Products are subject to the applicable third party's license agreement.
- 15.2. Ancillary Software. 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 ("Ancillary Software"). If Ancillary Software is embedded or provided with the Offerings, then the Ancillary Software is subject to the applicable separate license agreement pertaining to the Ancillary Software. Upon request, Entrust will provide Customer with a complete list of Ancillary Software and corresponding licenses, which list shall be deemed Entrust Confidential Information.
- 15.3. No Standalone Use. 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. **Third Party Beneficiaries.** Customer is notified that there are third-party beneficiaries to the Agreement. To the extent that the Agreement contains provisions that relate to (i) use of certain components of an Offering in which such third parties have an interest, (ii) products and services provided by third party subcontractors, suppliers and licensors of Entrust, or (iii) Third Party Vendor Products provided by third party vendors; such provisions are made expressly for the benefit of such third-party beneficiaries and are enforceable by such third-party beneficiaries in addition to being enforceable by Entrust. Except as expressly stated in this Section (Third Party Beneficiaries) or elsewhere 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.
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 expressly disclaims any express or implied warranty of fitness for High Risk Applications.
18. **No Exclusivity.** Nothing in the Agreement shall prevent Entrust 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, 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 Order.

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

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, 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 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.** In no event shall Entrust be deemed in default or liable for any loss or damage resulting from the failure or delay in the performance of its obligations under the Agreement, arising out of or caused by, directly or indirectly, a Force Majeure Event. "Force Majeure Event" means any event or circumstance beyond Entrust's reasonable control, including floods, fires, hurricanes, earthquakes, tornados, epidemics, pandemics, other acts of God or nature, strikes and other labor disputes, failure of utility, transportation or communications infrastructures, riots or other acts of civil disorder, acts of war, terrorism (including cyber terrorism), malicious damage, judicial action, lack of or inability to obtain export permits or approvals, acts of government such as expropriation, condemnation, embargo, changes in applicable laws or regulations, and shelter-in-place or similar orders, 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, in law, or in 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 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 and obligations under any part of the Agreement, including use or access by Users. 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 United States ("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 User is located in, under the control of, or a national or resident of any country to which the export of any product, software, or technology licensed or purchased 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 User is a Person to whom the export of any product, software, or technology licensed or purchased 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 User has 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 Users will not use any Offering 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 User 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 (whether legal or natural) listed on, or acting on behalf of a Person 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 User engages 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.

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 and its licensors expressly retain all ownership rights, title, and interest in the products and services provided by Entrust (including any modifications, enhancements and derivative works thereof). 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 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, subject to the foregoing, 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 provision 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 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. Some versions of the Offerings which have been designated as localized or country-specific may nonetheless contain certain components and/or interfaces that are in the English language only.
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 phrase “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.