



Entrust Identity Verification Services (for Microsoft Security Store Transactions)

This Identity Verification Services Schedule (the "**Schedule**") applies where Customer acquires the Identity Verification Offering (formerly Onfido) through the Microsoft Security Store or another Marketplace storefront. The Agreement for Identity Verification Services is made up of this Schedule, Entrust's General Terms and Conditions available at <https://www.entrust.com/general-terms.pdf> (the "**General Terms**"), and the Marketplace Order. By accepting these terms in the Marketplace purchase flow, or by accessing or using the Services, Customer agrees to the Agreement and confirms that the person accepting has authority to bind Customer. Microsoft is not a party to the Agreement and has no responsibility for either party's performance under it (see Section 13). For Marketplace Orders, references in the General Terms to an Order, Order Form, Effective Date, Offering Term or Renewal Term, or to invoicing by or payment to Entrust, are read as set out in Section 13.2. Capitalized terms not defined herein have the meanings given to them in the General Terms.

1. **Definitions**

- 1.1. **Accurate Volume Projections:** means for each individual Service purchased: (i) quarterly volume forecasts six weeks in advance to a degree of accuracy within 10% of the actual monthly volumes; and (ii) notice at least seven days in advance of any major volume spikes, i.e. where the number of checks in a given hour exceeds three standard deviations from the average number of hourly checks in a given month.
- 1.2. **App:** means the application owned and developed by Customer into which Customer will integrate the Software.
- 1.3. **Authorized User:** means Customer's employees, consultants, contractors, agents, and affiliates who are authorized by Customer to access and use the Hosted Services under the rights granted to Customer pursuant to this Schedule.
- 1.4. **Baseline Tolerance:** means within 25% of the baseline volume commitment notified by Customer to Entrust as at the Effective Date, apportioned pro rata monthly over the Offering Term and any Renewal Term(s).
- 1.5. **Brand Features:** means the trade names, trademarks, logos, and other distinctive features of the applicable party.
- 1.6. **Content:** means any information, text, graphics, or other materials uploaded, downloaded, or appearing as part of the Services.
- 1.7. **Customer Data:** means information supplied by a User or Customer in connection with this Schedule (including Customer Personal Data, and metadata), but excludes Feedback.
- 1.8. **Dashboard:** means a graphical user interface to Entrust's API, as further described in the API documentation.
- 1.9. **Product Privacy Notice** means Entrust's Identity Verification Services Product Privacy Notice available at <https://www.entrust.com/sites/default/files/documentation/licensingandagreements/product-privacy-notice-identity-verification-services.pdf>, as may be amended and updated from time to time.
- 1.10. **Export Controls and Sanctions Laws:** means any applicable export control, trade or financial sanctions laws, regulations, orders, directives, licenses and requirements of any governmental or other relevant authority with jurisdiction over activities undertaken in connection with this Schedule including but not limited to those listed in the Compliance with Applicable Laws clause of the General Terms (each such listed authority being a "Sanctions Authority").
- 1.11. **External Data Providers** means any third party, institution, organization, corporate entity, or government agency responsible for the provision of data or information in relation to the Services.
- 1.12. **Facial Scan and Voice Recording Policy** means the Identity Verification Services Facial Scan and Voice Recording Policy available at <https://www.entrust.com/legal-compliance/data-privacy>, as may be amended and updated from time to time.
- 1.13. **FCRA** means the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.
- 1.14. **Feedback:** means any feedback or suggestions provided by Customer under this Schedule in relation to the Services.
- 1.15. **Fraud Database Service Provider** means a government body or other third party service provider that checks whether an identity document has been previously identified to them as lost, stolen, fraudulent, or otherwise compromised.
- 1.16. **Hosted Services:** means, in this Schedule, the Identity Verification Services cloud-based Offering.
- 1.17. **Maintenance Release:** means a release of the Software that corrects faults, adds functionality, or otherwise amends or upgrades the Software.
- 1.18. **Permitted Purpose:** means legitimate, professional, informational, internal business operations purposes and not in any event for the reselling or otherwise making the Services available to any third parties, except as otherwise expressly permitted in the Agreement.
- 1.19. **Reports:** means a summary at a User level containing one or more of the checks outlined in the Marketplace Order.



- 1.20. **Sandbox Environment:** means a test environment for Customer to simulate API requests and to test their integration with the Software.
- 1.21. **Services:** means the services and/or products offered by Entrust from time to time under this Schedule and as more particularly detailed in the applicable Marketplace Order (including the Reports, Content, Software, Site, and API).
- 1.22. **Site:** means www.Entrust.com, its subdomains, or websites hosted by Entrust used in the provision of the services, which may be updated from time to time.
- 1.23. **Reserved.**
- 1.24. **Software:** means any software provided by Entrust, including the software development kit (or "SDK") and any Maintenance Release which is being made available to Customer as part of the Services.
- 1.25. **Source Code Materials:** means the source code of the Software, and all technical information and documentation required from Entrust to enable Customer to integrate the Software into the App.
- 1.26. **User:** means any person whose identity is being verified by Customer using the Services.
- 1.27. **Customer:** means the legal entity that places the Marketplace Order, as identified by the Microsoft account or tenant through which the purchase is made (or, for a multi-party Private Offer, the end customer whose tenant receives the Offering).
- 1.28. **Documentation:** means Entrust's then-current user, API and integration documentation for the Services, as made available by Entrust through the Site or the Dashboard.
- 1.29. **Effective Date:** means, for a Marketplace Order, the date on which Customer's purchase is accepted in the Marketplace or, for a free trial, the date the trial is activated.
- 1.30. **Marketplace:** means the Microsoft Security Store, Azure Marketplace, Microsoft AppSource and any other Microsoft-owned or Microsoft-operated storefront through which the Offering is listed, including any successor storefront.
- 1.31. **Marketplace Order:** means the order for the Offering placed and accepted through the Marketplace, comprising the plan selected by Customer (including any Private Offer), the quantities, fees, any free trial period, subscription period, billing frequency and any metered dimensions recorded in the Marketplace, and the Marketplace purchase confirmation, in each case as renewed or modified through the Marketplace. References in this Schedule and the General Terms to an "Order" or "Order Form" mean the Marketplace Order.
- 1.32. **Marketplace Terms:** means the Microsoft Commercial Marketplace Terms of Use and any other agreement between Customer and Microsoft that governs Customer's access to the Marketplace and Microsoft's invoicing and collection of fees for the Offering.
- 1.33. **Marketplace Transaction Data:** means information Microsoft makes available to Entrust in connection with the Marketplace Order, such as Customer's legal name, tenant and subscription identifiers, purchaser contact details, plan, quantities, term, billing status and usage.
- 1.34. **Microsoft:** means Microsoft Corporation and its Affiliates, including the Microsoft entity that operates the Marketplace in Customer's region.
- 1.35. **Offering Term:** means, for a Marketplace Order, the initial subscription period shown in the Marketplace Order together with any Trial Period that precedes it and, where this Schedule or the General Terms refer to a Renewal Term, each renewal period; for a plan billed solely on metered usage, the period during which Customer maintains an active Marketplace subscription to the Offering.
- 1.36. **Private Offer:** means a Marketplace offer with pricing, quantities or terms tailored to Customer, including a multi-party private offer involving a Microsoft channel partner, accepted by Customer through the Marketplace.
- 1.37. **Publisher Agreement:** means the agreement between Entrust and Microsoft under which Entrust lists and transacts the Offering on the Marketplace.
- 1.38. **Support Data:** means information, including text, files and logs, that Customer provides to Entrust, or authorizes Entrust to obtain from the Services, in the course of a support request.
- 1.39. **Trial Period:** means, for a free trial of the Offering activated through the Marketplace, the free trial period shown in the Marketplace for the selected plan when Customer activates the trial, running from the Effective Date; and, for any other free trial, the period Entrust specifies for it.
- 1.40. **Customer Verification:** means the know your business (KYB), beneficial ownership, sanctions and related screening and identity checks that Entrust carries out on Customer and on the individuals who purchase, activate or administer the Offering on Customer's behalf, before provisioning paid Services and from time to time during the Offering Term.

2. SDK License, Access and Use of the Hosted Services, and Entrust Obligations

- 2.1. Entrust grants to Customer a personal, limited scope, non-exclusive, non-transferable, non-sub-licensable license to use the Software in the App for the Permitted Purpose, for the Offering Term, provided that:



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- 2.1.1. use of the Software will be restricted to use of the Software in object code form for the purpose of running document and facial recognition checks as part of the App only;
- 2.1.2. to the extent the Software includes components covered by open source software ("OSS") licenses (a) the terms of such OSS license(s) are available at <https://github.com/onfido> or such other location notified by Entrust from time to time and will, in the event of any conflict with the terms and conditions set out herein, prevail in respect of Customer's use of such OSS; and (b) any restrictions prohibited by such OSS license that are contained within this Schedule will not apply to the applicable OSS;
- 2.1.3. Customer will not allow the Software to become the subject of any charge, lien, or encumbrance;
- 2.1.4. If Customer becomes aware of any or suspects any unauthorized access or use of the Software by any person, it shall notify Entrust immediately.
- 2.2. Entrust will make available one copy of the Software electronically to Customer. Customer will be responsible for the integration of the Software into the App and all compatibility issues between the Software and the App. Entrust will provide Customer with reasonable, limited assistance and guidance with the integration of the Software and the App. Customer will carry out appropriate testing and satisfy themselves with the results before making the App available in a live environment.
- 2.3. Upon reasonable advance notice by request, Customer will permit Entrust to inspect and have access to any records kept in connection with this license, for the purposes of ensuring that Customer is complying with the terms of this license. Entrust may conduct the inspection itself or through an independent auditor bound by confidentiality obligations, or may ask Customer to complete a self-certification. If an inspection reveals use of the Services beyond the scope or quantities of the Marketplace Order, Customer will promptly purchase the additional quantities through the Marketplace or pay for the additional usage as metered usage under Section 5.3, in addition to any other remedy available to Entrust.
- 2.4. Entrust hereby grants Customer, during the Offering Term, a personal, non-exclusive, non-transferable right to access and use the Hosted Services for the Permitted Purpose by Authorized Users in accordance with the terms and conditions herein.
- 2.5. Entrust shall, during the Offering Term, provide the Services with reasonable skill and care. The parties will provide each other with all necessary co-operation in relation to this Schedule and reasonable access to such information as may be required in order to render and receive the Services.
- 2.6. Affiliates and Authorized Users. Customer may make the Services available to its Affiliates and other Authorized Users under the Marketplace Order. Customer will control access to and use of the Services by Authorized Users, is responsible for any use of the Services that does not comply with the Agreement, and remains responsible for all obligations under the Agreement. Only Customer may enforce the Agreement against Entrust.

3. Services, Maintenance, and Support

- 3.1. Entrust will provide Customer with all Maintenance Releases generally made available to its customers. Entrust warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the Software but will not be responsible for any necessary integration or re-integration with the App following a Maintenance Release, or any incompatibility issues. Customer will install all Maintenance Releases as soon as reasonably practicable after receipt, but in any event within nine (9) months of Maintenance Release (the 'Upgrade Obligation'). Entrust will not be in breach of any clause of this Schedule to the extent that the Customer breaches its Upgrade Obligation.
- 3.2. Customer shall use a maintained version of the Maintenance Release. If Customer fails to do so, Entrust shall not be liable to Customer for any malfunctions, security breaches, or application certification issues.
- 3.3. In the event of a fault or defect in the Software, Entrust will provide support and incident resolution in accordance with the escalation procedures and severity levels set out in the Support Terms available at <https://www.entrust.com/sites/default/files/documentation/licensingandagreements/entrust-identity-verification-support-terms.pdf>. Support for the Offering is provided by Entrust, not Microsoft, through the channels identified in the Support Terms and in the Marketplace listing. Microsoft has no support obligations in respect of the Offering, and support requests raised with Microsoft may be redirected to Entrust.
- 3.4. If and to the extent Customer has purchased a Customer Success Package, Entrust will provide such services in accordance with the Customer Success Packages Terms available at: <https://www.entrust.com/sites/default/files/documentation/licensingandagreements/entrust-identity-verification-customer-success-packages-terms.pdf>.
- 3.5. If and to the extent Customer has purchased a Onboarding Package, Entrust will provide such services in accordance with the Onboarding Packages Terms available at: <https://www.entrust.com/sites/default/files/documentation/licensingandagreements/entrust-identity-verification-onboarding-packages-terms.pdf>.
- 3.6. If and to the extent Customer has purchased a Professional Services Package, Entrust will provide such services in accordance with the Professional Services Package Terms available at:



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<https://www.entrust.com/sites/default/files/documentation/licensingandagreements/entrust-identity-verification-professional-services-packages-terms.pdf>.

- 3.7. Packages purchased inside or outside the Marketplace. The packages referred to in Sections 3.4 to 3.6 may be purchased through the Marketplace where they are listed, or directly from Entrust under a separate Order governed by the General Terms. Section 5 applies to packages purchased through the Marketplace.

4. Customer Obligations and Restrictions

- 4.1. Customer is solely and fully responsible for ensuring that all User's data is accurate, complete and captured in a form that the Entrust can process to maximize the quality of Service, and Customer agrees that if any Personal Data is not provided as such, any resulting impact on the quality of the Services shall not cause Entrust to be in breach of this Schedule.
- 4.2. Customer: (i) may download, view, copy and print Content and use the Services for the Permitted Purpose only; (ii) agrees that the Reports, Services, the Site and Content may not be sold, transferred, sublicensed, commercially exploited or otherwise made available to, or used for the benefit of, any third party other than Customer; (iii) will not amend or remove any Entrust Brand Features from the Services, Site, or Software; (iv) will not make use of the Entrust API without prominently displaying "powered by Onfido" or "powered by Entrust" language, as specified by Entrust in its sole discretion, that is clearly visible to Users; (v) will not make the Services available or otherwise use the Services in any jurisdiction such that Entrust's provision of the Services would require Entrust to physically store data (of any kind) in that jurisdiction, without first obtaining Entrust's prior written consent; (vi) will not make the Services available or otherwise use the Services in any jurisdiction where the Services are not permitted by applicable law; and (vii) where required by applicable law, agrees to provide Users with human intervention in respect of any disputed Reports.
- 4.3. Customer is responsible for maintaining the confidentiality and security of any password(s), access credentials, or security routines used to access the Services, including those issued to its Users. Customer shall take reasonable steps to prevent unauthorized access to or use of the Services and is fully responsible for all activities that occur under its credentials or those of its Users, whether authorized or not. Customer agrees to notify Entrust immediately of any accidental or unauthorized access to or use of the Services, whether suspected or confirmed, and shall use best efforts to mitigate and stop any breach or unauthorized use. In the event of a suspected or confirmed security incident impacting Customer's use of the Services or other exigent circumstances, Entrust reserves the right to immediately withdraw or suspend access to the Services and to alter or reset Customer's password(s) without prior notice.
- 4.4. Restrictions. In addition to the restrictions in the General Terms, and except as expressly permitted in the Agreement or the Documentation, Customer will not, and will not permit any third party to: (i) work around any technical limitation in the Services or any restriction in the Documentation; (ii) use the Services to provide hosting, service-bureau or time-sharing services to third parties; or (iii) install or use any third-party software or technology in a way that would subject Entrust's intellectual property or technology to other license terms.
- 4.5. Marketplace account and entitlements. Customer will: (i) access the Services only under the Microsoft tenant or account through which the Marketplace Order was placed, unless Entrust agrees otherwise in writing; (ii) keep its purchaser and notice contact details current in its Microsoft account and in the Dashboard; (iii) not circumvent, disable or interfere with the Marketplace's entitlement, metering or billing mechanisms, and not take any step intended to avoid fees that would otherwise be payable through the Marketplace; and (iv) comply with the Marketplace Terms to the extent they relate to the purchase and use of the Offering.

5. Pricing and Payment

- 5.1. Fee changes. Customer acknowledges that Entrust reserves the right to modify the fees for the Services, including the unit prices for metered usage, by publishing the change in the Marketplace. For a Marketplace Order: a fee increase takes effect on the date the Marketplace gives effect to it, which will be no earlier than ninety (90) days after Entrust publishes the increase, and Microsoft notifies existing customers of the increase before it takes effect; a fee decrease takes effect when the Marketplace applies it; a changed unit price for metered usage applies to usage after the effective date; and a changed recurring fee applies from the start of Customer's next Renewal Term. Entrust may also give notice of a fee change under Section 16.3, and will not invoice a fee change outside the Marketplace. Customer may cancel the subscription through the Marketplace before an increase takes effect.
- 5.2. Where: (i) any External Data Provider increases an existing charge and/or changes the basis on which it provides information, or confirmation of qualifications or membership; and (ii) the cost of Entrust providing a check under this Agreement increases as a direct result (each a "Cost Increase"), Entrust may increase the agreed fees set out in the Order by the Cost Increase provided that Entrust will use reasonable endeavors to notify Customer of the Cost Increase prior to implementing the Cost Increase. Notwithstanding the foregoing, Customer is responsible for all Cost Increases provided that these are properly incurred by Entrust. For a Marketplace Order, a Cost Increase is implemented as a change to the applicable unit price under Section 5.1.
- 5.3. Metered usage. Where the Marketplace Order prices the Services by usage (for example, per identity check, per credential issuance or per credential presentation), Customer pays the unit price shown in the Marketplace Order



for each unit used. That usage is metered: Entrust measures it and reports it to Microsoft, and Microsoft invoices it in arrears in accordance with Section 5.4.

- 5.4. Billing through the Marketplace. Microsoft (or the Microsoft entity or Microsoft channel partner shown in the Marketplace) invoices and collects the fees for the Marketplace Order under the Marketplace Terms and the Marketplace Order, in the currency, on the billing frequency and by the payment methods the Marketplace supports. Entrust will not separately invoice Customer for amounts billed through the Marketplace. The timing of invoices, Customer's payment obligations and the handling of invoice disputes are governed by the Marketplace Terms; Customer will raise any billing dispute with Microsoft through the Marketplace and will notify Entrust promptly of the dispute.
- 5.5. Taxes. Fees are exclusive of taxes. Where Microsoft acts as reseller or collection agent for the Marketplace Order, Microsoft determines, collects and remits applicable transaction taxes in accordance with the Marketplace Terms. Customer is responsible for any taxes on the Marketplace Order that Microsoft does not collect.
- 5.6. Non-payment. If Microsoft notifies Entrust that Customer's subscription to the Offering has been suspended or cancelled for non-payment, or if a payment made to Microsoft for the Offering is reversed, Entrust may suspend or terminate the Services for the Marketplace Order on notice to Customer. The provisions of the General Terms on late payment apply to amounts that remain unpaid.
- 5.7. Refunds and credits. Refunds on cancellation are available only within the cancellation windows and on the conditions Microsoft sets under the Marketplace Terms; otherwise, except as expressly stated in the Agreement, fees paid are non-refundable. Any refund or credit that Entrust owes Customer under the Agreement (including refunds under Sections 10.2 and 15.5) will be provided through the Marketplace where Microsoft supports it and otherwise, at Entrust's election, by payment from Entrust directly or as a credit against fees for the next Renewal Term.
- 5.8. Services purchased outside the Marketplace. Where Customer purchases Services, packages or additional quantities directly from Entrust under a separate Order, the payment provisions of the General Terms govern that Order and Sections 5.4 to 5.7 do not apply to it.

6. Warranties and Disclaimer of Warranties

- 6.1. If within the terms of the license to the Software granted in this Schedule and through no fault of its own (or any of its third parties or subcontractors) Customer notifies Entrust of any material defect or fault in the Software, Entrust will at its sole discretion: repair, replace, correct the Software.
- 6.2. Customer acknowledges and agrees that the veracity of any information transmitted through the Site and in relation to the Services is the sole responsibility of the originator from which the content originated (for example, data suppliers) and Entrust will not be liable for omissions in content or errors or false statements, including in respect of data provided by third parties. The Services are not intended to be used as the sole basis for any business decision (including where those business decisions concern a User). Customer agrees and acknowledges that Entrust does not monitor or police information submitted by or on behalf of the Customer through its Services and has no liability for any inaccuracy, incompleteness or other error in the Services (including the Site, the Reports and the Content) which arises as a result of data provided by the Customer or any third party. Subject to the Entrust's obligations to provide the Services with reasonable care and skill, Customer assumes sole responsibility for workflows and conclusions drawn from use of the Services (including the Reports, the Content and the Site).
- 6.3. Cloud Risks. Customer understands that the Service is a cloud-hosted service. Although Customer content may be encrypted, Customer acknowledges that there are inherent risks in storing, transferring and otherwise processing data in the cloud, and that Entrust will have no liability to Customer for any unavailability of the Services except as expressly provided in this Schedule, or for any damage, theft, unauthorized access, compromise, alteration, or loss occurring to Customer content or any data stored in, transferred to or from, or otherwise processed by the Service, including in transit.
- 6.4. Customer acknowledges and agrees that the Services, including any associated workflows made available therein, are configurable and may be customized by Customer at its discretion. Customer assumes sole responsibility for ensuring that both (i) the Service, as provided by Entrust; and (ii) any Customer-directed customizations, configurations, or implementations comply with all applicable laws, regulations, and industry standards to which Customer is subject.

Entrust makes no warranty that the Services will meet Customer's requirements. Entrust shall have no responsibility or liability for any erroneous, fraudulent, or synthetic data introduced into the Services by Customer, its Users, or other third party. Customer further acknowledges and agrees that any such data-related errors originating from Customer, any User, or from third party data shall not constitute a breach of any warranty or obligation of Entrust. This provision is in addition to, and shall not limit or modify, any other disclaimers, limitations of liability, or representations and warranties set forth elsewhere in the Agreement.

- 6.5. Entrust is not a consumer reporting agency and none of the information provided through the Service constitute a "consumer report" as such term is defined in the Fair Credit Reporting Act. The Services are expressly limited to providing supplemental information in support of Customer's anti-fraud and identity verification businesses only. In



no event does Entrust, directly or indirectly, whether through any results or outcomes presented by the Services, provide any guidance, opinion, guarantee, or other statement regarding the legality or authorization of any individual person to engage or not engage in any given activity.

- 6.6. To the extent configured via the Services and notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that (a) the Fraud Database Service Providers may retain identity documents that are suspected to be fraudulent for the purpose of identifying fraud in the future; (b) Entrust is not responsible for Fraud Database Service Provider's use and retention of such identity documents, and (c) Entrust is not responsible to flow-down or contractually bind Fraud Database Providers to any terms and conditions. Entrust waives all responsibility and liability for Fraud Database Service Provider's acts and omissions.
- 6.7. In the event that Customer elects to access the Services through a third-party interface, integration, or similar ("third Party Integration"), such third-party Integration will be outside the scope of this Schedule and shall remain the sole responsibility of Customer. Customer will contract directly with such third party and Entrust shall: (i) have no liability in respect to such third party, or third-party Integration; and (ii) not be in breach of the Agreement to the extent such breach is caused by the third-party Integration.
- 6.8. **Fraud Information Sharing.** Customer may provide timely Feedback and information to Entrust in relation to the Services or beta features, in particular, reporting to Entrust via the API or (if agreed) the Dashboard any: (1) fraud not identified by Entrust in its provision of the Services that is later identified by Customer; (2) Users or checks identified as fraudulent by Entrust which are not fraudulent; and (3) Users who commit fraud against Customer ("**Fraudulent Users**"). Entrust may use the reported information and associated fraud data to improve the Entrust Identity Verification services.
- 6.9. **Test Environment.** To the extent that Customer elects to use a sandbox environment provided by Entrust, Customer understands that Entrust does not review any data uploaded or transferred into the sandbox environment, and Customer agrees (i) to only use the sandbox environment to test Customer's integration with the Software; (ii) to not upload or transfer any Personal Data into the sandbox environment and (iii) Entrust shall have no obligations or liability as to any data uploaded or transferred to the sandbox environment.
- 6.10. **Entrust warranties.** Entrust warrants that: (i) it has the right and authority to enter into the Agreement and to grant the rights granted in it, and its performance will not breach any agreement between Entrust and a third party; (ii) during the Offering Term the Hosted Services will perform materially in accordance with the Documentation; (iii) it will use industry-standard measures designed to ensure that the Software it delivers to Customer does not contain viruses or other malicious code; and (iv) it will comply with the laws applicable to its provision of the Services, including Data Protection Laws and anti-corruption laws. Customer's exclusive remedies for breach of warranty (ii) are the remedies in Section 6.1 and, where the breach is material and remains uncured, termination under Section 15.3.
- 6.11. **Customer warranties.** Customer warrants that: (i) it will comply with the laws applicable to its use of the Services, including Export Controls and Sanctions Laws, and neither Customer nor any Authorized User is a person with whom dealings are restricted by a Sanctions Authority or located in a jurisdiction subject to comprehensive sanctions; (ii) it has given the notices and obtained the consents required under applicable law to provide Customer Data to Entrust for Processing as described in the Agreement; and (iii) if Customer is a government entity, the Marketplace Order complies with the procurement laws and rules that apply to it and Customer is authorized to enter into the Agreement.
- 6.12. **Disclaimer.** Except as expressly stated in the Agreement, the Services, Software, Reports and Content are provided "as is" and Entrust disclaims, to the maximum extent permitted by law, all other warranties, whether express, implied or statutory, including any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement and any warranty arising from course of dealing, usage of trade or course of performance. Nothing in this Section 6 limits the disclaimers in Sections 6.2 to 6.9 or in the General Terms.

7. Intellectual Property Rights

- 7.1. As between Entrust and Customer, all intellectual property rights in and to Customer Data will be owned by Customer. Customer owns or has otherwise obtained all necessary rights, title and interest in and to the Customer Data and grants to Entrust, its Affiliates, and third party service providers a license to copy, modify, repackage, distribute, resell, share, deliver, transfer or otherwise make available, and to create or develop derivative works from, Customer Data for the purposes of providing or enhancing the Services.
- 7.2. **Reservation of rights.** Entrust and its licensors own and retain all right, title and interest in and to the Services, Software, Site, Content (other than Customer Data), Documentation, Maintenance Releases and all related intellectual property rights. The Services and Software are licensed, not sold. Entrust reserves all rights not expressly granted in the Agreement, and no rights are granted by implication, waiver or estoppel.
- 7.3. **Feedback.** Feedback is governed by the Feedback clause of the General Terms (Section 23), under which Entrust owns all Feedback and the associated intellectual property rights and Feedback is not Confidential Information.

8. Evaluation, Beta, Demo

- 8.1. Beta Features. From time to time, Entrust may invite Customer to participate in a new version or service feature that Entrust has not made generally available to clients for production use and that is designated as beta, pilot, limited release, pre-release, non-production, evaluation or similar designation which does not form part of the Services ("**Beta Features**"), free of charge in return for Customer providing Entrust with Feedback. This invitation will be communicated to Customer through the Entrust Dashboard or the Marketplace and Customer may accept or decline the invitation in its sole discretion. Beta Features are for Entrust evaluation and testing purposes, not for production use, not supported, not subject to availability or security obligations and may be subject to additional terms. For the sake of clarity, Entrust will have no liability for any harm, damage or losses of any kind arising out of or in connection with Beta Features, and Customer uses them at its own risk. Entrust does not warrant that the operation of the Beta Features will be uninterrupted or error-free. Customer acknowledges and agrees that all Beta Features are made "as is" and are provided without any warranties, whether express or implied. Entrust may discontinue Beta Features at any time in its sole discretion and may choose not to make them generally available.
- 8.2. Evaluation. To the extent that Customer has activated a free trial of the Offering through the Marketplace, or has executed an Order for a free trial of a feature provided or made available pursuant to this Schedule (the Services or features so provided, the "**Evaluation Services**"), the terms and conditions of this Schedule along with the applicable product specific terms apply, with the following exceptions: Evaluation Services may be used for Customer's internal evaluation of the Services only, during the Trial Period and within the usage allowances shown in the Marketplace or otherwise specified by Entrust. No fees are payable for Evaluation Services. Use beyond an allowance, or after the Trial Period, is not part of the free trial: Entrust may block it until Customer Verification has been completed under Section 13.4, after which it is chargeable as metered usage under Section 5.3. Entrust will have no liability for any harm, damage or losses of any kind arising out of or in connection with Evaluation Services, and Customer uses them at its own risk. Entrust does not warrant that the operation of the Evaluation Services will be uninterrupted or error-free. Customer acknowledges and agrees that all Evaluation Services are made "as is" and are provided without any warranties, whether express or implied, and that the Support Terms and the warranties in Section 6.10 do not apply to them. Entrust may modify, suspend, discontinue or terminate the trial at any time in its sole discretion. Unless Customer cancels the subscription or turns off automatic renewal through the Marketplace before the Trial Period ends, the subscription converts at the end of the Trial Period into a paid subscription for the plan shown in the Marketplace Order. If Customer cancels or turns off automatic renewal, access to the Evaluation Services ends when the Trial Period ends (or, if earlier, when cancellation takes effect in the Marketplace) and Customer Data submitted during the trial is deleted in accordance with Section 9.3.

9. Additional Data Protection Provisions

- 9.1. Relationship to DPA. The provisions of this Section (Additional Data Protection Provisions) apply in addition to the provisions of the Data Protection Addendum between Entrust and Customer ("**DPA**"), which for a Marketplace Order means the latest version of Entrust's customer data processing agreement available at <https://www.entrust.com/legal-compliance/data-privacy>, as updated from time to time, and which is incorporated into the Agreement by reference. Capitalized terms used in this Section shall have the meaning given to them in the DPA. In the event of any inconsistency between the DPA and this Section, the provisions of this Section shall prevail to the extent of the inconsistency.
- 9.2. Processing as Controller under GDPR and UK GDPR. In addition to Processing Customer Personal Data for the purpose of providing the Services as described by the DPA, Customer agrees and acknowledges that Entrust shall Process Customer Personal Data relating to Users as Controller under GDPR and UK GDPR in order to: (a) detect and prevent fraud; (b) develop and improve the Entrust Identity Verification services, including machine-learning technologies (provided such does not include building or modifying consumer profiles to provide services to other customers or correcting or augmenting data acquired by another source); (c) pseudonymise, aggregate and, where feasible, anonymise Customer Personal Data to compile statistics, benchmarking and analytics regarding the Services; (d) comply with applicable law or regulation; and/or (e) exercise legal rights or defend legal claims. See the Product Privacy Notice for more information. Since Entrust has no direct relationship with Users, Customer shall inform Users that the Processing described in this subsection (Processing as Controller under GDPR/UK GDPR) takes place (for example, by directing them to the above-mentioned product privacy notice).
- 9.3. Deletion.
 - 9.3.1. Subject to Section 9.3.2, on the earlier of (i) written instructions from Customer, which shall include changes to Customer's configuration within the Services, (ii) Entrust's maximum data retention period, or (iii) instruction from a User (but only with respect to numerical biometric information relating to a User's own Personal Data), Entrust will cease Processing and delete Customer Personal Data processed for the provision of the Services (unless storage of any such data is required for the purposes described in (a)-(e) of the Section headed "Processing as Controller under GDPR and UK GDPR", in which case Entrust may retain such Customer Personal Data provided it remains protected in accordance with the terms of the DPA and applicable Data Protection Law).
 - 9.3.2. All other Customer Personal Data processed by Entrust (including Customer Personal Data processed for backup and logging purposes) or on behalf of Entrust (including Customer Personal Data processed by Sub-



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processors) is deleted in accordance with Entrust's sub-processor list available at <https://www.entrust.com/legal-compliance/data-privacy/sub-processors>.

- 9.4. Excluded Data (Exception). Notwithstanding anything to the contrary in the General Terms, the parties acknowledge that the provision of the Services may require the Customer to provide or transfer, or cause to be provided or transferred, Excluded Data (as that term is defined in the General Terms). The Excluded Data that may be required for the provision of the Services is described in the Product Privacy Notice.
- 9.5. Additional Obligations regarding U.S. Users. To the extent Customer makes available to a User who is located in, or resident of, the United States ("US User") any of the Entrust Identity Verification services listed in the section of the Product Privacy Notice headed "Additional Obligations regarding U.S. Users (each a "Relevant Service"), the Additional Obligations regarding U.S. Users Exhibit available at <https://www.entrust.com/sites/default/files/documentation/licensingandagreements/entrust-identity-verification-additional-obligations.pdf>, is hereby incorporated by reference.
- 9.6. Marketplace Transaction Data. Customer acknowledges that Microsoft shares Marketplace Transaction Data with Entrust under the Marketplace Terms, and that Entrust shares subscription, entitlement and usage information with Microsoft as needed to provision, meter and bill the Marketplace Order under the Publisher Agreement. Entrust Processes Marketplace Transaction Data and the information collected for Customer Verification as an independent Controller for account management, Customer Verification, provisioning, billing reconciliation, support, compliance and the other purposes described in Entrust's privacy statement at <https://www.entrust.com/legal-compliance/data-privacy/privacy-statement>, which Entrust will make available to the individuals from whom it collects that information; Customer will inform any individual whose information Customer itself provides for Customer Verification. Microsoft's Processing of such data is governed by Microsoft's privacy statement and Customer's agreements with Microsoft, not by the Agreement.
- 9.7. No User data through the Marketplace. Customer Personal Data relating to Users is submitted to the Services through the Software, the API or the Dashboard, not through the Marketplace. Microsoft is not a Sub-processor of Customer Personal Data by reason of the Marketplace transaction; any Microsoft service that Entrust uses to deliver the Services is identified in the sub-processor list referred to in Section 9.3.2 (including the Microsoft Entra Verified ID service that Entrust uses under Section 13.9).
- 9.8. Support Data. Entrust may use Support Data to provide support for the Services, to maintain and improve the Services and as otherwise permitted by the DPA. Customer will not include Customer Personal Data relating to Users in Support Data unless it is necessary to resolve the support request.
- 9.9. International transfers. Transfers of Customer Personal Data outside the European Economic Area, the United Kingdom or Switzerland are governed by the transfer mechanisms set out in the DPA, including the Standard Contractual Clauses and the UK Addendum where applicable.

10. **Indemnification**

- 10.1. Customer agrees to defend, indemnify, and hold harmless, on an unlimited basis, Entrust, its Affiliates and licensors, and each of their respective officers, directors, employees, agents, consultants, and other representatives against any and all claims, demands, judgments, actions, suits, proceedings, demands, liabilities, costs, losses, damages, settlement fees, and expenses (including investigation costs, attorneys' fees, and disbursements), arising out of or relating to (i) Customer's failure to comply with applicable U.S. Biometric Data Protection Laws, including but not limited to failing to provide necessary notices or obtain necessary consents; (ii) Customer's breach of Section 9.5 (Additional Obligations regarding U.S. Users), or (iii) Customer's use of the Services, provided and to the extent that such claims are not due to any breach of this Agreement by Entrust.
- 10.2. By Entrust. Entrust's defence of third-party intellectual property claims against Customer is governed by the intellectual property indemnity in the General Terms (Sections 10.1 and 10.3 of the General Terms), which applies to Marketplace Orders with the following additions: (i) Entrust has no obligation for a claim to the extent it arises from Beta Features, Evaluation Services or Content supplied by External Data Providers; and (ii) any refund due on termination of an affected Service is provided in accordance with Section 5.7.

11. **Artificial Intelligence**

- 11.1. The parties acknowledge and agree that Entrust uses Artificial Intelligence, i.e. computer algorithms and machine learning systems that can analyze, process, and make decisions based on data inputs, without the need for direct human intervention ("AI") technology, for certain Identity Verification service offerings as detailed in the Product Privacy Notice. Entrust will employ AI in a manner informed by evolving industry standards and best practices, striving to ensure the accuracy, reliability, and security of the AI systems it employs, and will from time to time, to the extent required by laws and regulations applicable to Entrust and otherwise in its discretion, make available details of its AI use in the Product Privacy Notice. While Entrust is committed to the responsible and ethical use of AI, Customer acknowledges that AI-driven decisions are fallible. Therefore, Customer agrees to exercise reasonable judgment when relying on AI-generated information and to use human intervention where feasible for decisions made by AI that may negatively impact data subjects, taking into account the particular uses and contexts in which Customer is considering using AI-generated outputs of the applicable Entrust Identity Verification service offering.



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Entrust will comply with all relevant data protection and privacy laws concerning the collection, processing, and storage of personal information used in conjunction with AI as further outlined in data protection provisions above. Customer will not, and will not allow third parties to, use the Services (or any content, data, output, or other information received or derived from the Services) to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms, automated decision-making processes, or AI systems, or input or upload any Entrust confidential information to an AI system or application.

12. Product Specific Terms

- 12.1. If and to the extent that Customer has purchased the Mastercard Identity, the Mastercard Identity Terms, available at: <https://www.entrust.com/sites/default/files/documentation/licensingandagreements/entrust-identity-verification-mastercard-identity-terms.pdf>, is hereby incorporated by reference.
- 12.2. If and to the extent that Customer has purchased the ETSI Certified Identity Verification services, the ETSI Certified Identity Verification Terms, available at: <https://www.entrust.com/sites/default/files/documentation/licensingandagreements/entrust-identity-verification-etsi-certified-identity-verification-terms.pdf>, is hereby incorporated by reference.
- 12.3. If and to the extent that that Customer has purchased the Qualified Electronic Signature services, the Qualified Electronic Signature Terms, available at: <https://www.entrust.com/sites/default/files/documentation/licensingandagreements/entrust-identity-verification-qualified-electronic-signature-terms.pdf>, is hereby incorporated by reference.
- 12.4. If and to the extent that Customer has purchased any additional services as set forth in the Additional Product Specific Terms, such applicable terms, available at: <https://www.entrust.com/sites/default/files/documentation/licensingandagreements/entrust-identity-verification-additional-product-specific-terms.pdf>, is hereby incorporated by reference.
- 12.5. If and to the extent that Customer has purchased the AES Signing services, the AES Signing Terms, available at: <https://www.entrust.com/sites/default/files/documentation/licensingandagreements/entrust-identity-verification-aes-signing-terms.pdf>, is hereby incorporated by reference.
- 12.6. If and to the extent that Customer has purchased the UK DVSTF Certified Identity Verification services, the UK DVSTF Certified Identity Verification Terms, available at <https://www.entrust.com/sites/default/files/documentation/licensingandagreements/entrust-identity-verification-uk-dvstf-certified-identity-verification-terms.pdf>, is hereby incorporated by reference.
- 12.7. The Product Specific Terms in this Section 12 apply whether the relevant service is purchased through the Marketplace (under whatever plan name the Marketplace listing uses for it) or directly from Entrust.

13. Marketplace Terms

- 13.1. Role of Microsoft. Microsoft operates the Marketplace, processes the Marketplace Order, invoices and collects the fees for it and may provision or entitle Customer's subscription. In doing so Microsoft acts in the capacity described in the Marketplace Terms for Customer's region solely for the purpose of transacting and invoicing the Marketplace Order. Microsoft is not a party to the Agreement, is not a licensor of the Services and is not responsible for Entrust's obligations under it. Microsoft gives no warranty, provides no support and has no liability to Customer in respect of the Offering; Customer's remedies in respect of the Offering lie solely against Entrust under the Agreement. Microsoft's relationship with Customer is governed solely by Customer's agreements with Microsoft, and the Marketplace Terms do not modify the Agreement. Entrust's obligations under the Agreement are owed to Customer regardless of the capacity in which Microsoft transacts the Marketplace Order.
- 13.2. Interpretation for Marketplace Orders. For a Marketplace Order: (i) references in the General Terms and this Schedule to an Order, Order Form or signed or executed Order mean the Marketplace Order, and the requirement for a duly executed Order is satisfied by Customer's acceptance of the Marketplace Order in the Marketplace; (ii) the Effective Date, Offering Term and Renewal Term have the meanings in Sections 1.29 and 1.35; (iii) references to fees invoiced by Entrust or payable to Entrust mean fees invoiced by Microsoft and payable through the Marketplace, and references to purchase orders or Entrust invoices do not apply; (iv) any other provision of the General Terms that cannot operate as written in a Marketplace transaction applies with the modifications necessary to give it effect; and (v) "Entrust" means the Entrust Affiliate registered with Microsoft as the publisher of the Offering, as identified in the Marketplace listing or purchase confirmation, which is the Entrust entity "identified in the Order" for the purposes of the General Terms, subject to Section 16.4(ii). The General Terms continue to apply in all other respects.
- 13.3. Marketplace Order, Private Offers and listing content. The Agreement for a Marketplace Order is formed when Customer accepts the Marketplace Order in the Marketplace purchase flow (including by activating a free trial). The plan, quantities, fees and term are those shown in the Marketplace Order. A Private Offer may contain additional or different commercial terms; those terms prevail over this Schedule to the extent Entrust has approved them in the Private Offer. Where a Marketplace Order is placed by a Microsoft channel partner on Customer's behalf under a multi-party Private Offer, the end customer whose tenant receives the Offering is the Customer for the purposes of



the Agreement and the channel partner acquires no rights under it. Listing descriptions, comparisons or recommendations generated by the Marketplace and Microsoft marketing materials are not representations by Entrust; the Documentation and the Agreement define the Services.

- 13.4. Activation and Customer Verification. After purchase, Customer must complete the activation steps presented by the Marketplace and Entrust (including any landing page, Dashboard registration or linking of the Marketplace subscription to an Entrust account) before the Services are provisioned. Provisioning of paid Services, including the paid subscription that follows a free trial under Section 8.2, is also conditional on Entrust completing Customer Verification to its satisfaction. Until it is completed, Customer may access the Dashboard but may not run checks, issue or verify credentials, or obtain production API, SDK or integration credentials. Customer Verification is available in the Dashboard from activation and may be completed at any time during the Trial Period; Entrust may also request it at any time and may repeat it during the Offering Term. Customer will promptly provide, and will procure that the relevant individuals provide, the information and documents Entrust reasonably requests, and warrants that they are accurate and complete. If Customer Verification is not completed to Entrust's satisfaction within thirty (30) days after the paid subscription period begins, or identifies a sanctions, fraud or other compliance concern, Entrust may terminate the Marketplace Order under Section 15.3 and will refund, in accordance with Section 5.7, any fees paid for a period during which checks were not available. Entrust has no liability for any delay in provisioning attributable to Customer Verification. The Offering Term begins on the Effective Date regardless of when Customer completes activation or Customer Verification. Customer is responsible for configuring the Services and verifying that its configuration meets its requirements.
- 13.5. Microsoft services and integrations. Where the Offering integrates with Microsoft services in Customer's tenant (for example sign-in through Microsoft Entra ID or connectors to Microsoft security products), Customer authorizes Entrust to access the Microsoft services and data that Customer connects to the Offering and is responsible for the permissions it grants in its Microsoft tenant. Microsoft services are provided under Customer's agreements with Microsoft and are not part of the Services; Entrust is not responsible for their availability, security or performance, or for changes Microsoft makes to its services or APIs that affect the integration. Integrations not supplied or documented by Entrust are Third Party Integrations under Section 6.7.
- 13.6. Marketplace availability. Entrust is not responsible for the availability or operation of the Marketplace, for delays in provisioning or entitlement attributable to Microsoft, or for errors in Microsoft's invoicing or collection. No service level agreement or service credits apply to Marketplace Orders; Entrust's commitments as to the quality of the Services are those in Sections 2.5 and 6.10.
- 13.7. Changes to the listing; delisting. Entrust may change the plans, quantities and fees offered through the Marketplace for new purchases and renewals in accordance with Section 5.1, and may withdraw the Offering from the Marketplace for new purchases at any time. A withdrawal does not affect an existing Marketplace Order for the remainder of its current Offering Term unless the Agreement is terminated under Section 15. If the Offering can no longer be transacted through the Marketplace for an existing Marketplace Order (including because the Publisher Agreement ends, Microsoft removes the Offering or Microsoft discontinues the storefront), Entrust will notify Customer and may, at its option, (i) continue to provide the Services for the remainder of the current Offering Term under a direct Order with Entrust on substantially the same commercial terms, or (ii) terminate the Marketplace Order and refund, in accordance with Section 5.7, any prepaid fees for the unused portion of the Offering Term.
- 13.8. Third-party rights. The Agreement creates no rights for any third party.
- 13.9. Verified ID credentials. Where the Offering issues a Microsoft Entra Verified ID credential to a User following a successful identity check, or verifies a credential that a User presents to Customer: (i) an issued credential contains claims derived from the identity check and is issued to the User's digital wallet (such as Microsoft Authenticator); (ii) an issued credential is valid for the period stated in the Documentation (currently twelve months from issuance) or, if earlier, until the expiry of the identity document used in the check, unless revoked earlier, and Entrust may revoke a credential where the underlying check is found to be inaccurate or fraudulent or where required by law; (iii) Entrust issues and verifies credentials through the Microsoft Entra Verified ID service; the wallet application is a Microsoft service provided under the User's agreement with Microsoft, and Entrust is not responsible for the availability of the wallet or for how any relying party other than Customer uses a credential; (iv) credential issuances and presentations are metered usage under Section 5.3 where the Marketplace Order prices them; (v) Customer remains responsible for the notices to and consents from Users required for the issuance and presentation of credentials; and (vi) termination or expiry of the Marketplace Order does not revoke credentials already issued, which remain valid until they expire or are revoked under paragraph (ii).

14. Limitation of Liability

- 14.1. Application of the General Terms. The exclusions and limitations of liability in the General Terms apply to Marketplace Orders. Where the General Terms cap a party's liability by reference to fees paid or payable, the relevant amount for a Marketplace Order is the fees paid by Customer through the Marketplace for the Offering under that Marketplace Order in the twelve (12) months before the event giving rise to the claim (or, if the General Terms use a different measurement period, that period), irrespective of any store service fee or other amount Microsoft retains before remitting fees to Entrust. Fees paid for other Marketplace Orders or for services purchased directly from Entrust are not counted.



- 14.2. Microsoft's acts and omissions. To the maximum extent permitted by law, Entrust has no liability for the acts or omissions of Microsoft, including the operation and availability of the Marketplace, provisioning and entitlement, invoicing, collection and refunds, the Microsoft services described in Section 13.5, or any breach by Microsoft of its agreements with Customer. Customer's remedies for those matters lie against Microsoft under its agreements with Microsoft. Nothing in this Section 14 limits the exclusions and disclaimers in Sections 6, 8 and 13 or gives Microsoft any liability to Customer in respect of the Offering.
- 14.3. Evaluation Services and Beta Features. Sections 8.1 and 8.2 govern Entrust's liability for Beta Features and Evaluation Services and prevail over this Section 14.

15. Term, Suspension and Termination

- 15.1. Term and renewal. The Offering Term of a Marketplace Order is the subscription period shown in the Marketplace Order (together with any Trial Period that precedes it). Where the Marketplace Order includes a free trial, Section 8.2 governs conversion of the trial to a paid subscription. A subscription renews automatically for successive Renewal Terms of the same length at the then-current Marketplace price unless Customer turns off automatic renewal or cancels the subscription through the Marketplace before the renewal date, or either party terminates the Agreement under this Section 15. A plan billed solely on metered usage continues until cancelled through the Marketplace. Subscriptions with a fixed minimum commitment stated in a Private Offer cannot be cancelled before the end of that commitment except as the Marketplace Terms expressly allow.
- 15.2. Cancellation through the Marketplace. Customer manages, renews and cancels its subscription through the tools Microsoft provides, and cancellation takes effect in accordance with the Marketplace Terms. Cancellation of the Marketplace subscription terminates the Marketplace Order and, from the date cancellation takes effect, the licences and access rights granted for it. Refunds on cancellation are available only as set out in Section 5.7.
- 15.3. Termination for cause. Either party may terminate the Agreement in respect of a Marketplace Order in the circumstances set out in the General Terms, including where the other party materially breaches the Agreement and fails to cure the breach within thirty (30) days after written notice, or becomes insolvent. Entrust may also terminate a Marketplace Order on notice if Microsoft cancels Customer's subscription, Customer's Microsoft account or tenant is suspended or terminated so that Microsoft can no longer bill the Marketplace Order, Section 13.4 (Customer Verification) so permits, or Section 5.6 applies. Entrust may give effect to a termination by cancelling the subscription through the Marketplace. A termination of the Agreement by Entrust for Customer's breach under the General Terms or under Section 15.3 does not entitle Customer to any refund.
- 15.4. Suspension. In addition to its rights under Section 4.3, Entrust may suspend Customer's access to all or part of the Services, to the extent reasonably necessary and after reasonable notice where practicable: (i) during any period of material breach by Customer; (ii) where Section 5.6 applies; (iii) where Customer's use threatens the security, integrity or availability of the Services or breaches Section 4.2(vi) or Export Controls and Sanctions Laws; or (iv) where Microsoft, a court or a regulator requires it. Entrust will restore access promptly once the cause of suspension is resolved. Fees continue to accrue during a suspension caused by Customer.
- 15.5. Effect of termination or expiry. On termination or expiry of a Marketplace Order: (i) the licences and access rights granted for it end and Customer will stop using the Software and remove it from the App (credentials already issued to Users under Section 13.9 are not affected); (ii) Customer should retrieve any Reports and Customer Data it needs through the API or Dashboard before access ends, after which Customer Personal Data is deleted in accordance with Section 9.3 and the DPA; (iii) fees for metered usage up to the termination date remain payable through the Marketplace; and (iv) if Entrust terminated for its own uncured material breach, or Customer validly terminated for Entrust's uncured material breach, Entrust will refund, in accordance with Section 5.7, any prepaid fees for the unused portion of the Offering Term, and if Entrust terminated under Section 13.4 it will refund the fees described in that Section. No other refund or credit is due on termination.
- 15.6. Survival. Provisions of the Agreement that by their nature are intended to survive, including Sections 4.2 to 4.5, 5 (as to accrued amounts), 6, 7, 8 (as to exclusions of warranty and liability), 9, 10, 11, 13.1, 13.8, 13.9, 14, 15.5, this Section 15.6 and 16, survive termination or expiry of a Marketplace Order.

16. General Provisions for Marketplace Orders

- 16.1. Order of precedence. If there is a conflict between the documents making up the Agreement for a Marketplace Order, the following order of precedence applies, highest first: (i) the commercial terms of a Private Offer approved by Entrust; (ii) this Schedule; (iii) the General Terms; (iv) the DPA (subject to Section 9.1); (v) the Support Terms and the Product Specific Terms; and (vi) the Documentation. The Marketplace Terms govern only the relationship between Customer and Microsoft and neither form part of nor modify the Agreement.
- 16.2. Versions and updates. The version of this Schedule and the General Terms presented in the Marketplace when Customer accepts a Marketplace Order governs that Offering Term. Entrust may publish updated versions for new purchases, and an updated version applies to a Renewal Term if it has been published in the Marketplace or at the URL referenced in the listing at least thirty (30) days before the renewal date. During an Offering Term Entrust may update the Support Terms, the Product Privacy Notice, the Facial Scan and Voice Recording Policy, the sub-



processor list and the Product Specific Terms at the URLs stated in this Schedule, provided the updates do not materially reduce the Services or Customer's rights under the Agreement for the current Offering Term.

- 16.3. Notices. Entrust may give notices to Customer by email to the purchaser or notice contact recorded in Customer's Microsoft account or in the Dashboard, through the Dashboard, or through the Marketplace, and a notice so given is effective when sent. Customer will give notices to Entrust in writing in accordance with the notice provisions of the General Terms, and will keep its contact details current in accordance with Section 4.5(ii). Notices under the General Terms may be given in either manner.
- 16.4. Assignment and change of contracting entity. Assignment is governed by the General Terms, except that: (i) a Marketplace Order can be transferred to another Customer entity or tenant only through the processes Microsoft makes available, and Customer will notify Entrust of any such transfer; and (ii) Entrust may change the Entrust entity that contracts for the Offering in the Marketplace on notice, provided the successor assumes Entrust's obligations for the remainder of the Offering Term.
- 16.5. Relationship of the parties. The parties are independent contractors. Neither the Agreement nor the Marketplace Order creates a partnership, joint venture or agency between Customer and Entrust, or between Customer and Microsoft except as described in the Marketplace Terms; use of the word "partner" in the Marketplace or in marketing materials has its ordinary commercial meaning only. Nothing in the Agreement prevents Customer from acquiring similar services from others.
- 16.6. Governing law and language. Governing law and dispute resolution are as set out in the General Terms. The Agreement is in English; any translation shown in the Marketplace is for convenience only and the English version prevails.
- 16.7. Entire agreement; no reliance. The Agreement is the entire agreement between Customer and Entrust for the Marketplace Order and supersedes all prior communications about it. Customer has not relied on any statement that is not contained in or incorporated into the Agreement, including listing content and advisor outputs described in Section 13.3. If any part of the Agreement is held unenforceable, it will be modified to the minimum extent necessary to make it enforceable and the remainder will continue in effect.
- 16.8. Relationship to direct contracts. This Schedule governs the Marketplace Order only. Where Customer has, or later enters into, a separate Order with Entrust for Services purchased directly, that Order and the General Terms govern those Services and neither this Schedule nor the Marketplace Order alters them.