



ENTRUST

INSTANT FINANCIAL ISSUANCE (ON-PREM) SCHEDULE

The Agreement for Entrust's Instant Financial Issuance On-Prem is made up of these terms (the "IFI Schedule"), the General Terms provided herein and available at <https://www.entrust.com/general-terms.pdf>, and an Order for such Products and Services. Capitalized terms not defined herein have the meanings given to them in the General Terms.

1. AGREEMENT STRUCTURE.

1.1 **IFI Software License.** Subject to Customer's (and Users') compliance with the Agreement and this IFI Schedule, Entrust will provide Customer with a license for the Instant Financial Issuance on-premises software ("**IFI Software**") as contracted for in an applicable Order and as set forth herein. Customer's payment of the respective fees for the IFI Software and related support under the applicable Order will be on a subscription basis as set forth below ("**Software Subscription**").

1.2 Term and Termination.

(a) Term of IFI Software. The initial term of a Software Subscription will be 3 years beginning with the date of implementation of the subscription as set forth in the Order ("**Initial Term**") and will be automatically extended for additional periods of one year (each, a "**Renewal Term**") (the Initial Term and Renewal Term(s) are together the "**Term**"), unless either party provides written notice of termination at least 90 days prior to the expiration of the then current term of the Software Subscription. Customer acknowledges that Entrust reserves the right to modify the fees for Software Subscription subject to ninety (90) days' notice prior to the end of the Initial Term or Renewal Term. Within the Initial Term but no more than annually, upon ninety (90) days' notice Entrust may adjust the fees by a percentage equal to the average increase in the Consumer Price Index All Urban Consumers (CPI-U), as calculated by the U.S. Bureau of Labor Statistics, over the prior twelve (12) months.

(b) Term of Maintenance. Unless otherwise stated in an Order, the terms of Equipment Maintenance itemized in the Order will be for an initial period of 3 years and will renew automatically for additional period(s) of 1 year each unless either party provides written notice of termination at least 60 days prior to the expiration of the then current term of the deliverable. Customer acknowledges that Entrust reserves the right to modify the fees for Equipment Maintenance subject to ninety (90) days' notice prior to the end of the Initial Term or Renewal Term.

(c) Termination for Cause. Either party may terminate this IFI Schedule or any Order for an uncured material breach 60 days after providing the breaching party with a written notice specifying the nature of the breach and the opportunity to cure the breach during the 60-day period.

(d) Survival of Terms. Any provision of this Agreement and the General Terms that expressly or by implication is intended to continue in force following termination will survive termination or expiration of this Agreement, including Section 4 (Warranties; Disclaimers; Limitations of Liability).

1.3 Interpretation of Certain Terms. The term "**Business Day**" means Monday through Friday, excluding any official Entrust Holiday; **Entrust Holiday** means New Year's Day, Martin Luther King, Jr. Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, and Christmas Day or such different days as Entrust may designate after written notification to Customer (holidays occurring on a Saturday or Sunday may be observed on the preceding Friday or following Monday); "**days**" means calendar days; and "**Documentation**" when used with respect to Products means electronic or printed material made available by Entrust that describes the functions, features or specifications of the Product, including installation or training manuals, deployment and security documentation, user manuals, checklists, upgrade manuals and configuration manuals but excluding marketing materials, proposals, demonstrations and content made available for promotional or informational purposes only.

2. INSTALLATION; CUSTOMER OBLIGATIONS.

2.1 Installation. Unless otherwise agreed by the parties, Entrust will install the Equipment and Software based on a date established by the parties. Entrust reserves the right to postpone any scheduled installation if (a) the Customer site has not been adequately prepared in accordance with instructions provided by Entrust; (b) networks, hosts, cores or switches are not available as required; or (c) the Customer has not completed any other requirement for the installation. In the event of a postponement, Entrust may reschedule the installation at a time it can be performed successfully with no additional preparation or delay.

2.2 Customer Obligations.



- (a) Customer will maintain the network configuration and connectivity as provided in the Documentation.
- (b) Customer is responsible for all firmware updates for the Deliverables unless Customer has purchased a different product from Entrust.
- (c) Customer is responsible for the Software component updates required for the IFI Software installed on its environment.

3. SOFTWARE SUPPORT.

3.1 Software Support Services. Entrust will provide Customer with IFI Software support services as described in the Instant Financial Issuance Software Support Terms and Conditions found at <https://www.entrust.com/legal-compliance/terms-conditions/instant-financial-issuance>, which are incorporated in this Agreement by reference.

4. EQUIPMENT MAINTENANCE.

4.1 Equipment Maintenance Services. Entrust will provide Customer with the Equipment Maintenance Services as contracted in an applicable Order and as described in the Equipment Maintenance Rider(s) found at <https://www.entrust.com/-/media/documentation/licensingandagreements/instant-financial-issuance-hardware-support-schedule-on-call-service.pdf> (On-Call Service) and <https://www.entrust.com/-/media/documentation/licensingandagreements/instant-financial-issuance-hardware-support-schedule-depot-service.pdf> (Depot Service), which is (are) incorporated in this Agreement by reference. In the absence of any contracted Equipment Maintenance Services, maintenance is performed on a time and materials basis at rates then in effect.

5. ISSUANCE SUPPLIES.

5.1 Issuance Supplies Management. Entrust will provide Customer with the Issuance Supplies as contracted in an applicable Order and as described in the Issuance Supplies Management Rider found at <https://www.entrust.com/legal-compliance/terms-conditions/issuance-supplies-management-terms.pdf>.

6. LIMITATION OF LIABILITY.

6.1 Entrust disclaims any liability for the IFI Software that stems from Customer's failure to comply with Section 2.2(b) and (c).