



General License Terms (“License”)

Effective on Entrust’s acceptance of the order or order acknowledgement (“**Order Acknowledgment**”) attached or directly or indirectly incorporating the terms at <https://www.entrustdatacard.com/wp-content/uploads/eLicense.pdf> by reference (“**Effective Date**”), Entrust and You (as defined in the Order Acknowledgment, and also referred to as “**Customer**”) agree that the following terms and conditions will apply to the Products.

1. DEFINITIONS

“**Affiliate**” in the case of You means any corporation or other entity that You directly or indirectly control, is controlled by, or is under common control with. “**Affiliate**” in the case of Entrust means any corporation or other entity that Entrust Holdings Inc. directly or indirectly controls. A party “controls” a corporation or other entity if it owns fifty percent (50%) or more of the voting rights for the board of directors or other mechanism of control for the corporation or other entity.

“**Appliance**” means computer hardware products that also include Software, and are marketed as a separate commercial unit by Entrust.

“**Client Software**” means the Software that allows a single Device to access or use the Server Software or to use certain aspects of the Server Software when disconnected from the server.

“**Confidential Information**” means any business, marketing, technical, scientific or other information disclosed by Entrust which, at the time of disclosure is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties (or their Affiliates), exercising reasonable business judgment, to be confidential.

“**Device**” means a single personal computer, workstation, terminal, hand held computer, pager, telephone, personal digital assistant, server or other electronic device.

“**Enterprise**” means, collectively, You and Affiliates of You while such entities remain Your Affiliates.

“**Entrust**” means Entrust, Inc. if You are organized according to the laws of the United States or any state therein. Otherwise, Entrust means Entrust Limited.

“**Device Fingerprint**” means a set of attributes and characteristics designed to identify an end user device.

“**Hardware**” means the hardware (if any) specified in the Order.

“**Licensing String**” means a data key provided by Entrust for the purpose of setting the number of User CALs or otherwise enabling or controlling certain functions within a Product.

“**Order**” means any order for Products submitted by You and accepted by Entrust including, without limitation, any Order Acknowledgment, and any subsequent order submitted by You and accepted by Entrust pursuant to this License.

“**Permitted Use**” means the capabilities of a Product that Enterprise is licensed to use. The Permitted Use for each Product is listed in the Order for that item of Product and may be time limited or Device specific. If nothing or “Unlimited” is indicated then, subject to this License, the Permitted Use shall be all of the capabilities of the Product as described in the associated documentation.

“**Personal Information**” means information about an identified or identifiable individual protected under the privacy and/or data protection legislation applicable in the individual’s jurisdiction.

“**Products**” means the Software, Client Software, Server Software, Hardware, Appliance, and/or User CALs.

“**Purpose**” means the purpose of authentication. The meaning of “authentication” includes assessing risk, including without limitation, transaction, abuse, reputation, and fraud risk, associated with end user devices.

“**Reseller**” means any entity, if any, identified as such in the Order who has entered into an agreement with Entrust to distribute the Products.

“**Server Software**” means the Software listed under the heading “Server Software” in an Order or otherwise identified as a server product in the Product’s name.

“**Software**” means the computer software programs (excluding Ancillary Software) in machine-readable object code form (including associated documentation) listed in an Order (if any) for which the Enterprise is granted a license under this License. If You receive updates to the Software as a result of purchasing support services from Entrust or its Reseller, then Software includes such updates.

“**User CAL**” for a specific item of Server Software means a license enabling or permitting one (1) instance of Server Software to be used to perform certain operations in respect to a specific individual end user or Device. Types of User CALs as listed in an Order (if any) may also include User Identities, Certificate Licenses, single application bundles (SABs), multi-application bundles (MABs) and directory entries. In this context, “**User Identity**” means an electronic identity issued by Entrust Authority Security Manager software and “**Certificate License**” means a license to use a digital certificate issued using Entrust Authority Security Manager.

2. SOFTWARE LICENSES

(a) **Software Licenses.** Subject to this License, Entrust grants to Enterprise a non-exclusive, non-transferable, non-sublicensable internal license to use and copy the Software subject to the following restrictions: (i) use of the Software shall be limited to the quantity of copies for which licenses have been purchased by Enterprise, (ii) use of each copy of Software shall be limited to the quantity of User CALs purchased for each unique user or Device, and (iii) use of each copy of Software (including all User CALs for such copy of Software) shall be limited to the Permitted Uses. If no quantity limitation is listed in an Order, then such quantity shall be deemed to be one (1). In the context of Entrust IdentityGuard Server software, a User CAL may allow for multi-factor of authentication challenges and/or to receive multi-factors of authentication information for one (1) individual; provided however, that if the individual makes use of: (A) smart credentials (e.g., smart cards, mobile smart credentials or USB tokens), then a smart credential client access license (CAL) is required for each such User CAL; (B) soft tokens, then an IdentityGuard CAL for soft tokens is required for each such User CAL; or (C) Cogent Enrollment Client then a Cogent biometric User CAL is required for each such User CAL. IdentityGuard Server software’s device reputation functionality is subject to additional charges above and beyond User CAL charges. Device Fingerprints and Results (as defined in Section 8(e)) must only be used in connection with Entrust IdentityGuard Server software and for the Purpose. If an item of

Software uses a Licensing String, Enterprise shall only use such Licensing String in conjunction with the copy of Software for which it was delivered, and Enterprise may not copy or alter a Licensing String or use it for more than one (1) instance of Server Software. All quantities are total quantities. For example, if You acquire a license for five (5) copies of an item of Server Software and acquire 10,000 User CALs for such Server Software, then a total of 10,000 User CALs can be used with the Server Software (i.e. You have not purchased 50,000 CALs).

(b) **Client Software Use and Distribution Right.** Subject to this License, Enterprise may distribute Client Software to third parties, provided, however, that: (1) such Client Software shall be provided to a third-party solely for communications between Enterprise and third parties concerning Enterprise business (“**Enterprise Purposes**”), (2) the Client Software is licensed to third parties pursuant to the terms and conditions of the shrink wrap license agreement embedded in or included with or otherwise referenced in the Client Software. The maximum number of copies of Client Software for use and/or distribution by Enterprise are limited to those acquired by You under this License for such use.

(c) **User CALs Use and Distribution Rights.** Subject to this License, Enterprise may distribute User CALs to third parties solely for Enterprise Purposes and pursuant to the Permitted Use as set forth in the Order(s). The maximum number of User CALs for use and/or distribution by Enterprise are limited to those acquired by You under this License for such use. In the case of Certificates Licenses, once a Certificate License has been issued it may not be re-deployed or renewed; instead, a new Certificate License must be issued. Certificate Licenses are time limited. A Certificate License that expires may not be renewed. Use of software or hardware that reduces the number of User CALs directly managed or authenticated by the Software or directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of licenses required; the number of licenses required would equal the number of distinct inputs to the multiplexing or pooling hardware/software "front end".

(d) **Provisions Covering All Software.** Enterprise does not acquire any rights, express or implied, in the Software (or Ancillary Software (as defined below)), other than those rights specified in this License. Enterprise may make an additional copy of each item of Software, but only for archival purposes. Enterprise shall not host, time-share, rent, lease, sell, license, sublicense, assign, distribute or otherwise transfer an item of Software, except as provided in this License. Results cannot be disclosed to any third party and/or used to create any service offered to a third party. Enterprise shall not use, and has no right to use, the Software as a service bureau or as any other hosted service for or on behalf of any third party. If a third-party hardware product or software product is distributed by Entrust as a standalone product, then such product shall be sold or licensed pursuant to the applicable manufacturer's shrink-wrap/click-wrap agreement or license agreement which accompanies or is embedded in such third-party hardware product or software product. Versions of certain third-party software or service may be embedded in or delivered with the Software or Hardware (“**Ancillary Software**”). If a separate license agreement pertaining to the Ancillary Software is included with the Software or Hardware, then such separate agreement shall apply to use by Enterprise of the Ancillary Software. Any third-party software or service or hardware included with or embedded in the Product may be used only with the Product, unless otherwise permitted in the applicable Ancillary Software license.

(e) **Proprietary Rights Protection.** Each permitted copy of all or part of an item of Products must include all copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy delivered by Entrust. The Software and all modifications, enhancements and derivative works thereof, including all right, title and interest (and all intellectual proprietary rights therein) remain the sole and exclusive property of Entrust and/or its third-party licensors. Enterprise shall not copy, modify, adapt or merge copies of the Products except as provided in this

License. Enterprise shall not translate, reverse engineer, de-compile or disassemble the Products except to the extent that law explicitly prohibits this restriction notwithstanding a contractual restriction to the contrary. Some versions of the Products which have been designated as localized or country-specific may nonetheless contain certain components and/or interfaces that are in the English language only.

(f) **Delivery.** Entrust or one of its Affiliates shall make the Software available for electronic download within thirty (30) days of acceptance of an Order, F.O.B. origin, subject to the receipt of all required documentation, including any required export and import permits. Thereafter, You shall be responsible for and bear all expenses (including taxes) related to making the permitted number of copies and distributing such copies as permitted in this License. You will be the importer of record for the Products. With respect to any Hardware, You will be responsible for all freight, packing, insurance and other shipping-related expenses. Risk of loss and title to the Hardware will pass to You upon delivery of the Hardware by Entrust or one of its agents to the carrier.

(g) **Fees and Taxes.** This Section 2(g) does not apply where the Order is through a Reseller (except as otherwise indicated in the Order) who has purchased licenses on Your behalf from Entrust. You will pay to Entrust the fees set forth in the Order. All fees are payable in advance. All such amounts will be due within thirty (30) days of Your receipt of Entrust's invoice for such fees. You 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, You will pay such taxes. Unpaid amounts that are properly due will accrue interest at the lesser of two percent (2%) per month or the maximum rate permitted by law.

3. WARRANTY

(a) **Software Warranty.** Entrust warrants that (i) for a period of ninety (90) days from the date of delivery, each item of Software will perform in substantial accordance with the documentation delivered with such Software, and (ii) at the time of delivery, Entrust shall have used commercially reasonable efforts to cause the Software to be free of any known computer virus or harmful, malicious, or hidden program, data, or other computer instructions whose purpose is to disrupt, damage, or interfere with the use of computer and telecommunications software or hardware for their normal purposes.

(b) **Hardware Warranty.** The Entrust IdentityGuard tokens will be free from material defects in materials and workmanship and will conform to the published specifications for such Entrust IdentityGuard tokens in effect as of the date of manufacture for a period of one (1) year from the date on which such Entrust IdentityGuard tokens are first delivered to You. With respect to other Hardware, Entrust does not make any representations or provide any warranties or conditions in respect to the Hardware. To the extent that Entrust can pass through any Hardware manufacturer's warranty to You, Entrust will do so. If You purchased the Hardware from Entrust, You will use Entrust as Your point of contact for Hardware warranty inquiries. You will not contact the Hardware manufacturer directly. Replacement Hardware may consist of both new and used components or may have been previously installed. All Hardware that is replaced becomes the property of Entrust. Entrust will not be responsible for Your or any third-party's software, firmware, information, or data contained in or stored on any returned Hardware, whether under warranty or not.

(c) **Exceptions to Warranty.** Entrust shall have no obligation to fix errors in the Product caused by accident, misuse, abuse, improper operation, misapplication, or any other cause external to the Products.

(d) **Remedy for Breach of Warranty.** Except as specifically stated herein, Entrust's exclusive liability and the Your sole and exclusive remedy for breach of the provisions of this warranty

section shall be, at Entrust's option, to (i) repair or replace the Product which does not meet Entrust's warranty and which is returned to Entrust, or (ii) take return of the Product and refund the price paid for the Product.

4. INTELLECTUAL PROPERTY

(a) **Intellectual Property Indemnity.** Entrust shall defend You from any claims by third parties that the Software furnished and used within the scope of this License infringes upon or misappropriates a Canadian, United States, Japanese or European Union patent issued as of the Effective Date, trademark, copyright, trade secret or other proprietary right (a "Claim"), and will pay any damages, settlements, costs, and expenses, including without limitation court costs and reasonable attorney's fees, finally awarded against You by a court or arbitrator in any proceeding related to such Claim, provided, however, that You (i) give to Entrust prompt written notice of each Claim threatened or received by You, (ii) give to Entrust the exclusive right to control and direct the investigation, defense and settlement of such Claim, and (iii) have not compromised or settled the Claim.

(b) **Mitigation by Entrust.** If (i) Entrust becomes aware of an actual or potential Claim, or (ii) You provide Entrust with notice of an actual or potential Claim, Entrust may (or in the case of an injunction against You, shall), at Entrust's sole option and expense: (i) procure for You the right to continue to use the affected portion of the Software; (ii) modify or replace the affected portion of the Software with functionally equivalent or superior software so that Your use is non-infringing; or (iii) if (i) or (ii) are not commercially reasonable, take return of the affected portion of the Software and pay to You the cost of the affected portion of the Software depreciated over a three (3) year period from the date of acquisition on a straight line basis less any outstanding moneys owed on such affected portion of the Software.

(c) **Exceptions to Indemnity.** Entrust shall have no liability, and shall be indemnified and held harmless by You against any Claim in respect of any Software if: (i) such Software is used by the Enterprise outside the scope or the license granted in this License or in a manner or for a purpose other than that for which it was supplied, as contemplated by Entrust's documentation; (ii) such Software is modified by the Enterprise without the written consent of Entrust; (iii) such Software is used by the Enterprise in combination with other software not provided by Entrust and the infringement arises from such combination or the use thereof; or (iv) the Claim relates to the use of any version of the Software other than the current, unaltered release, if such Claim would have been avoided by the use of a current unaltered release of the Software.

(d) **LIMIT TO INDEMNITY. THE PROVISIONS OF THIS ARTICLE 4 STATE THE SOLE AND EXCLUSIVE LIABILITY OF ENTRUST, AND THE SOLE AND EXCLUSIVE REMEDY OF ENTERPRISE WITH RESPECT TO ANY CLAIM OF THE NATURE DESCRIBED HEREIN.**

5. LIMITATION OF LIABILITY

EXCEPT AS SPECIFICALLY PROVIDED IN THIS LICENSE, ENTRUST (INCLUDING ITS AFFILIATES, SUBCONTRACTORS, AGENTS, SUPPLIERS, LICENSORS, DIRECTORS OR EMPLOYEES), COLLECTIVELY, THE "ENTRUST GROUP" DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE ENTRUST GROUP BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, RELIANCE OR CONSEQUENTIAL DAMAGES

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU IN SUCH CASE.

6. CONFIDENTIALITY

(a) **Treatment of Confidential Information.** Enterprise acknowledges that the Software (and any information incorporated therein or related thereto) is the Confidential Information of Entrust. Enterprise shall retain the Confidential Information of Entrust in confidence and shall use and disclose it solely for the purpose of, and in accordance with, this License. Enterprise shall only disclose Confidential Information of Entrust to those of its employees with a need to know such Confidential Information. Enterprise shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use or disclosure of Entrust's Confidential Information. Enterprise shall not be bound by any obligations restricting disclosure and use set forth in this License with respect to Confidential Information of Entrust which: (i) was known to the receiving party (or any of its Affiliates) prior to disclosure; (ii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of this License; (iii) was disclosed to Enterprise by a third-party, provided that such third-party is not in breach of any confidentiality obligation in respect of such information; or (iv) is independently developed by Enterprise.

(b) If Enterprise is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of Entrust, Enterprise shall use reasonable efforts to (i) seek confidential treatment for such Confidential Information, and (ii) provide prior notice to Entrust to allow Entrust (or, if applicable, one of its Affiliates) to seek protective or other court orders.

7. TERM AND TERMINATION

(a) **Term.** This License shall commence on the Effective Date and shall continue in effect unless terminated as set out herein. Notwithstanding the foregoing, if the Order sets out that any license to Software is to be time limited then this License will terminate at the end of the applicable subscription term with respect to any item such item of Software.

(b) **Termination by Entrust.** Entrust may terminate this License with notice if You: (i) assign or attempts to assign this License or any of the Your rights hereunder to a third-party except in accordance with Section 8(h); (ii) fail to correct a material breach of its obligations to Entrust within thirty (30) days after written notification from Entrust of such material breach; (iii) file a bankruptcy petition or has such a petition filed involuntarily against it, become insolvent, make an assignment for the benefit of creditors, consents to the appointment of a trustee, or if bankruptcy reorganization or insolvency proceedings are instituted by or against You; or (iv) if the Software was acquired through an authorized reseller of Entrust (as identified in the Order Acknowledgment) and

such reseller has not paid Entrust for the licenses granted hereunder in accordance with Entrust's agreement with such reseller.

(c) **Termination by You.** You may terminate this License with notice if Entrust: (i) assigns or attempts to assign this License or any of Entrust's obligations hereunder to a third-party except in accordance with Section 8(h); (ii) fails to correct a material breach of its obligations to You within thirty (30) days after written notification from You of such material breach; or (iii) files a bankruptcy petition or has such a petition filed voluntarily against it, becomes insolvent, makes an assignment for the benefit of creditors, consents to the appointment of a trustee, or if bankruptcy, reorganization or insolvency proceedings are instituted by or against Entrust.

(d) **Effects of Termination.** In the event of such termination by Entrust, the Enterprise shall destroy or return immediately the Software and all copies thereof to Entrust. In the event of such termination by Enterprise, Enterprise shall be entitled to use the Software licensed prior to the date of termination provided that Enterprise complies with the terms of this License in respect to the use of such Software.

(e) **Survival.** In addition to this Section, Sections 1, 2(e), 3(c), 3(d), 4, 5, 6, 7(d), and 8 shall survive any termination or expiration of this License. All payment obligations shall survive any termination or expiration of this License.

8. GENERAL

(a) **Audit Rights.** You shall keep reasonable records relating to (i) the number of copies of Software made, used or distributed by Enterprise; and (ii) the number of User Identities, Certificate Licenses, directory licenses and Concurrent Users issued, used or distributed by Enterprise. A chartered or certified public accountant selected by Entrust may, upon reasonable notice and during normal business hours, but no more often than once a year, inspect Your records.

(b) **U.S. GOVERNMENT END-USERS.** The Software is a "commercial item" as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in FAR 12.212, and is provided to the U.S. Government only as a commercial end item. Government end users acquire the rights set out in this License for the Software consistent with: (i) for acquisition by or on behalf of civilian agencies, the terms set forth in FAR. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, the terms set forth in DFARS 227.7202. Use of this Software and related documentation is further restricted by the terms and conditions of this License.

(c) **Export Restriction(s).** The Products and related information is subject to export and import restrictions. You shall comply with any laws which may impact Your right to export, import or use the Products or related information (including, without limitation, United States and Canadian export laws). You shall not use the Products or related information for any purposes prohibited by export laws, including, without limitation, nuclear, chemical or biological weapons proliferation. You shall be responsible for procuring all required permissions for any subsequent export, import or use of the Products or related information.

(d) **Inclusion Of Affiliates.** Entrust may use one or more Affiliates to perform its obligations under this License, provided that such use will not affect Entrust's obligations hereunder. You may extend the rights designated for Affiliates under this License to its Affiliates, provided that any such Affiliates agree to comply with the obligations, and otherwise be subject to the terms and conditions, of this License and that You shall cause each such Affiliate to comply with the terms and conditions of this License to the full extent as if the Affiliate were a party hereto, and that any act or omission relating to this License (including without limitation a

breach hereof) by such Affiliate shall constitute an act or omission of You.

(e) **Machine Authentication Consent.** Your license to use Entrust IdentityGuard Server software's device fingerprint for machine authentication functionality is contingent upon You obtaining all necessary consents (including without limitation from end users) to allow: A) the Entrust IdentityGuard client software to collect Device Fingerprints for the Purpose, B) the Entrust IdentityGuard Server software to process Device Fingerprints collected by the Entrust IdentityGuard client software for the Purpose, and C) both the Entrust IdentityGuard Server and client software to make use of other internal end user identifiers for the Purpose.

(f) **Device Reputation Consents.** Your license to use Entrust IdentityGuard Server software's device reputation functionality is contingent upon You I) paying the additional device reputation functionality charges, and II) You obtaining all necessary consents to allow Entrust and its Affiliates and their respective service providers to: A) collect and process Device Fingerprints (including via service provider services) for the Purpose, B) to make use of other internal end user identifiers for the Purpose, and C) return the results from the processing outlined in A) ("Results") to You.

(g) **Indemnification.** You agree to defend, indemnify and hold harmless Entrust and its Affiliates and their respective officers, directors and employees against any and all claims, costs, damages, losses, settlement fees, and expenses (including without limitation attorney fees and disbursements) incurred directly or indirectly by Entrust and/or its Affiliates as a result of i) Your failure to obtain any necessary consents, and/or ii) Your or Your end users' unauthorized use of Device Fingerprints or Results.

(h) **High Risk Activities.** The Products are not fault tolerant and are not designed, manufactured or intended for use or resale as control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Products could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, the Entrust Group specifically disclaim any express or implied warranty of fitness for High Risk Activities.

(i) **Force Majeure.** Neither party will be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, such as acts of God, wars, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, strikes, or failure of communications infrastructures (including but not limited to internet, telephone and telecommunications lines and networks, servers, firewalls, proxies, routers, switches, and bridges) or acts of third parties, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

(j) **Waiver.** The failure of a party to claim a breach of any term of this License shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term.

(k) **Assignment.** Neither You nor Entrust shall assign this License, any interest herein or any rights hereunder without the prior written consent of the other party, except that Entrust may assign this License to any party which acquires all or substantially all of its related business by merger, sale of stock or assets, or otherwise or to an Affiliate of Entrust. Entrust may assign to a financial institution any of its rights under this License, however, such assignment shall not affect Entrust's obligations to You under this License.

(l) **Notice.** 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, (b) sent by international air courier service with confirmation of delivery

requested, or (c) transmitted by fax as follows: If to You: the address stipulated in the Order. If to Entrust: Two Lincoln Centre, 5420 LBJ Freeway, Suite 300, Dallas, Texas, USA 75240. All such notices or other communications will be deemed to have been given and received (a) upon receipt if personally delivered, (b) when delivery is confirmed if sent by international air courier service, or (c) the following business day if by fax.

(m) **Severability.** In the event that any provision of this License is found to be invalid, void or unenforceable, the parties agree that unless such provision materially affects the intent and purpose of this License, such invalidity, voidability or unenforceability shall not affect the validity of this License nor the remaining provisions herein.

(n) **Third-Party Beneficiaries.** You hereby acknowledge that there may be third-party beneficiaries to this License. To the extent that this License contains provisions that relate to the Software or Hardware in which such third-parties have an interest, 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.

(o) **Free software.** The Products may be distributed with free software (i.e. software licensed under the GNU General Public License or other free software licenses) for which the applicable free software license may also require that free software source code be made available to those receiving only executable binary versions of such free software. If the source code for any such free software is not provided with the Products, then upon request within a reasonable period of time, and for a fee that shall not exceed Entrust's costs associated with the shipping of such free software source code, Entrust will provide a copy of such free software source code to You. If any free software licenses require that Entrust provide rights to use, copy or modify a free software program that are broader than the rights granted in this License, then such rights shall take precedence over any rights and restrictions in this License.

(p) **Entrust IdentityGuard Tokens.** As an express condition of this sale, You acknowledge that You are only permitted to use Entrust IdentityGuard Mini Tokens and Entrust IdentityGuard Pocket Tokens (hereinafter "Entrust Tokens") with Entrust IdentityGuard software. You are expressly prohibited from using and agree not to use Entrust Tokens with any other provider's verification or identification software even if the Entrust Tokens may interoperate with such other provider's verification or identification software.

(q) **Governing Law.** If You are (i) established pursuant to the laws of the United States, or any State thereof, then this License shall be governed by the laws of the State of New York, U.S.A. without regard to its conflict of law principles and the jurisdiction for any legal action shall be a court in Dallas, Texas; (ii) established pursuant to the laws of Australia, or any Province or Territory thereof, then this License shall be governed by the laws of New South Wales, without regard to its conflict of law principles and the jurisdiction for any legal action shall be a court in Sydney, NSW, Australia; otherwise, this License shall be governed by the laws of the Province of Ontario, Canada, without regard to its conflict of law principles and the jurisdiction for any legal action shall be a court in Ottawa, Ontario, Canada. If You are located in the

province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this License 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. 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, and of the Uniform Computer Information Transactions Act, as it may have been or hereafter may be in effect in any jurisdiction shall not apply to this License.

(r) **Entire Agreement.** This License together with the Order(s) constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior agreements, communications and understandings of any nature whatsoever, oral or written including any shrink-wrap/click-wrap license included with the Software. Any terms other than price, Product quantity and additional use restrictions on each Order shall not apply. Any use restrictions included in an Entrust issued quote that You were supplied that resulted in an accepted Order shall also apply. Notwithstanding the foregoing, (i) if You receive Products from a Reseller, such Products are licensed to You pursuant to the shrink-wrap/click-wrap license included with the Products unless You have entered into a separate license agreement with Entrust, (ii) any Client Software for mobile Devices downloaded through a third party mobile product market channel are subject to the terms set out in the click-through license agreement included with or referenced in such mobile product, and (iii) any toolkits listed in the Order are subject to the terms set out in the click-through license agreement included with or referenced in such toolkit product. Unless otherwise expressly indicated herein, this License may not be modified or waived orally and may be modified only in writing signed by duly authorized representatives of each party.

(s) **Support and Maintenance.** Unless an agreement governing support and maintenance services has been executed with Entrust, the support plan services that You have purchased are only provided on an annual basis pursuant to the terms and conditions identified at <https://www.entrustdatacard.com/wp-content/uploads/eSupport.pdf> and/or <https://www.entrustdatacard.com/wp-content/uploads/hardware-support.pdf> ("Support Terms"). After a period of twelve (12) months, You may renew such support plan services as described in the Support Terms. Support for certain third party products, if purchased by You, may be provided pursuant to separate terms and conditions. If You are a Reseller, the support services terms and conditions applicable to You are set out in Your reseller agreement with Entrust.

(t) **Publicity.** You agree that, subject to Your prior review and approval of a proposed copy, Entrust may issue a press release and/or case study regarding Your use of the Entrust products licensed by You hereunder.

(u) **Personal Information.** Any Personal Information You provide to Entrust will be processed in accordance with Entrust's then current privacy policy.

(v) **Compliance with Law.** You are solely responsible to ensure that Your (and your end users') use of the Products complies with all applicable law, rule and regulation including without limitation privacy and/or data protection legislation applicable in your end users' jurisdiction(s)