Entrust General Terms and Conditions

These general terms and conditions ("General Terms") apply to a purchase of one or more Offerings (as defined in Section 1 below) and are made part of a legally binding agreement by and between Entrust Corporation or other affiliate company ("Entrust") identified in the Order (as defined in Section 1 below) and the purchaser identified on the Order ("Customer"). When purchasing through Entrust's online portal, you, as the individual making the purchase, represent and warrant that you are lawfully able to enter into contracts (e.g. you are not a minor). If you are entering into the Agreement on behalf of a legal entity, for example the company or organization you work for, you represent to Entrust that you have legal authority to bind such legal entity. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT (OR YOU DO NOT HAVE THE LEGAL AUTHORITY TO ENTER INTO CONTRACTS OR TO BIND THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING SUCH ACCEPTANCE), YOU SHALL NOT ACCESS, USE, DOWNLOAD, AND/OR INSTALL THE ENTRUST OFFERING. THE CONTINUED RIGHT TO ACCESS AND USE THE ENTRUST OFFERING IS CONTINGENT ON CONTINUED COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT BY YOU (AND BY THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING ACCEPTANCE).

In consideration of the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. **Contract Structure and Parties.**

    1.1. These General Terms govern purchase of, access to, and use of any one or more of the following Entrust products and services (each, an "Offering"): (a) one or more executable software modules and associated deployment tools in machine-readable form ("Software"); (b) managed or cloud services hosted by Entrust or its hosting providers ("Hosted Service"); (c) technical support, training and Software maintenance ("Support"); (d) consulting and other professional services ("Professional Services"); (e) hardware, equipment and supplies (together, "Hardware and Supplies"). Each Offering consists of the features, and is further subject to the offering-specific terms and conditions, set out in the applicable terms of use or schedule attached hereto (each set of terms of use and each schedule, a "Offering Schedule"), or as otherwise set forth herein. Without limiting the foregoing:

        1.1.1. If an Order calls for any Software (whether or not as part of or in connection with another Offering), and no more specific Schedule is provided with the Software, the Schedule for the Software is the end user license available attached hereto.

        1.1.2. If an Order calls for any Hardware and Supplies to be provided by Entrust as part of an Offering then the Hardware and Supplies Schedule, attached hereto, shall apply to that portion of the Offering.

        1.1.3. If an Order calls for Support to be provided by Entrust for an Offering, any such support will be provided pursuant to the Support Schedule for the applicable Offering attached hereto.

    1.2. An "Order" for one or more Offering(s) means a document, such as a quote, sales order, price list, invoice, or statement of work, issued by Entrust offering to provide the Offering(s) to Customer directly, through an Entrust-authorized reseller ("Partner"), or via an online purchase portal.

    1.3. Each Order, together with these General Terms, the applicable Schedule(s) for the Offering(s) listed on the Order, and, in the case of Professional Services Offerings through a Partner, a statement of work duly signed by Entrust and Customer, constitute the sole and entire "Agreement" between Customer and Entrust for the Offering(s). Entrust's assent to the Agreement and to provide any Offering is expressly conditional on Customer's acceptance of the terms and conditions of the Agreement, which acceptance Customer indicates by executing a written order for the Offering and providing or authorizing payment or using the Offering. Any terms and conditions on any printed form of Customer are hereby expressly rejected by Entrust.

1.4. In the Agreement, "Affiliate" means, with respect to Entrust, any subsidiary of Entrust Corporation, and, with respect to Customer, any corporation or other entity that is directly or indirectly controlled by Customer either through ownership of fifty percent (50%) or more of the voting rights for the board of directors or other mechanism of control.

2. **Fees and Taxes**.

2.1. Customer will pay to Entrust or its authorized reseller as applicable the amounts set forth in the Order(s) (including where overages are applicable, any overage fees). All amounts due under the Agreement to Entrust must be paid to the Entrust Affiliate that issued the applicable invoice. Except as otherwise stated in the applicable Order, fees will be invoiced before the beginning of the Offering Term, and Customer will pay all amounts payable under the Agreement within thirty (30) days of the receipt date of the invoice, without setoff or counterclaim, and without any deduction or withholding. Entrust may elect to charge Customer interest for late fees at the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid..

2.2. Entrust shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

2.3. Notwithstanding any of the foregoing, if Customer has purchased any Offering through a Partner then the terms relating to fees and taxes will be those terms established between the Customer and such Partner instead of those set out above.

3. **Term and Termination**.

3.1. The General Terms and Schedules shall be in effect commencing on the date of the first Order is accepted and will remain effective for a period of one(1) years and may berenewed for one year periodsby executing a written order, unless terminated sooner in accordance with this Agreement.

3.2. The obligations with respect to each Offering will commence on the date that the Order for the Offering is accepted by Entrust, unless otherwise specified in the Order or in the applicable Offering Schedule, and will remain effective for the period specified in the Order for the specific Offering, or in the applicable Offering Schedule, unless terminated earlier in accordance with this Agreement ("Offering Term").

3.3. For Offerings purchased on a subscription basis, including Support, the subscription may be renewed for a subsequent Offering Term ("Renewal Term") at the end of the then-current Offering Term, by executing a written order for the Renewal Term prior to the end of the then-current Offering Term. Notice of subscription cancellation may be provided by either party in writing in accordance with Section 21 (Notices), or, in the case of Customer, by such other mechanism provided by Entrust to facilitate such cancellations. The Renewal Term duration and fees will be as set out in Entrust's renewal reminder notice or in a separate renewal quote, or, if no notice or quote is provided, the fees will be Entrust's then-current GSA Schedule list price and the renewal Offering Term will be one (1) year. Fees for any Renewal Term(s) will be charged using the method of payment on Entrust's file for the Customer's account. The Agreement for the Offering for the Renewal Term will be deemed to be updated with the Renewal Term fees and duration, but will otherwise remain the same unless amended by the parties in accordance with Section 29 (Amendment).

3.4. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Entrust shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

3.5. Effects of Termination and Expiration.

3.5.1. Termination of Agreement for Offerings. Upon termination of the Agreement for any Offering, Entrust will have no further obligation to provide the Offering, Customer will immediately cease all use of the Offering, and Customer will destroy any copies of documentation and delete any software Offering in its possession or control.

3.5.2. General. Termination is without prejudice to any right or remedy that may have accrued or be accruing to either party prior to termination. Any provision of this Agreement which contemplates or requires performance after the termination of this Agreement or that must survive to fulfill its essential purpose, including the terms of this Section (Term and Termination), confidentiality, disclaimers, limitations and exclusions of liability, and any payment obligations, will survive the termination and continue in full force and effect until completely performed.

3.5.3. Reserved.

4. **Confidentiality.** In this Section (Confidentiality), "Discloser" means the party that discloses Confidential Information (defined below), and "Recipient" means the party that receives it. If Confidential Information is disclosed or received by an Affiliate of a party, it is deemed to have been disclosed or received by the party itself. The Recipient will use all Confidential Information it receives only for the purpose of exercising its rights and fulfilling its obligations under the Agreement. Recipient will treat such Confidential Information with the same degree of care against unauthorized use or disclosure that it affords to its own information of a similar nature, but no less than reasonable degree of care. Recipient will not remove or destroy any proprietary or confidential legends or markings placed upon any documents or other materials. Recipient will only disclose Discloser's Confidential Information to Recipient's and its Affiliates' personnel and agents with a need to know ("Recipient Agents"). Recipient shall be responsible for ensuring Recipient Agents comply with the confidentiality obligations of this Section (Confidentiality) and any acts or omissions of a Recipient Agent in breach of the terms and conditions of this Section (Confidentiality) shall be considered the acts or omissions of the Recipient. "Confidential Information" means any business, technical, financial, or other information, however conveyed or presented to the Recipient, that is clearly designated by the Discloser as being confidential or that ought reasonably to be considered confidential by the Recipient, including all information derived by the Recipient from any such information. Confidential Information does not include any information that: (i) is expressly excluded from the definition of Confidential Information in an applicable Schedule; (ii) was lawfully known by Recipient prior to disclosure; (iii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of the Agreement; (iv) was disclosed to Recipient by a third party without a duty of confidentiality to the Discloser; (v) is independently developed by Recipient without reference to Discloser's Confidential Information; or (vi) is Feedback (as defined below). If Recipient is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of the Discloser, Recipient will use reasonable efforts to seek confidential treatment for such Confidential Information, and, if and as permitted by law, will provide prior notice to the Discloser to allow the Discloser to seek protective or other court orders. Recipient agrees that its breach of this Section (Confidentiality) may cause Discloser irreparable injury, for which monetary damages may not provide adequate compensation, and that in addition to any other remedy, Discloser may be entitled to injunctive relief against such breach or threatened breach. Entrust recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by Entrust. Personal Data and Excluded Data (each as defined in Section 5 (Data Protection) below) are excluded from the general definition of "Confidential Information" and the application of this Section (Confidentiality) but are subject to the specific confidentiality and other provisions of Section 5 (Data Protection).

5. **Data Protection**.

5.1. To the extent that Entrust processes any Customer Personal Data (as defined in the latest version of Entrust's customer data processing agreement ("DPA"), which is attached hereto) on Customer's behalf and in performance of the Agreement, the terms of the DPA, which are attached hereto and hereby

incorporated by reference, shall apply and the parties agree to comply with such terms. Customer's acceptance of this Agreement shall be treated as acceptance and signing of the DPA (including the Standard Contractual Clauses attached to the DPA). Entrust reserves the right to non-materially update the DPA from time to time to comply with legal and regulatory requirements, and to keep current with upgrades and enhancements to its products and services. The latest non-materially updated version posted on Entrust's website shall always apply and upon request Customer may receive update notifications.

5.2. Customer represents and warrants that it will not provide or transfer or cause to be provided or transferred to Entrust any Excluded Data, except if and as the provision or transfer of Excluded Data is expressly required and addressed in a Schedule. "Excluded Data" means: (i) social security numbers or their equivalent (e.g., social insurance numbers), driver license numbers, and health card numbers; (ii) other personal data that would be considered sensitive in nature including information regarding racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation; (iii) data falling into a "special category of data" under EU General Data Protection Regulation; (iv) "cardholder data" as defined by the Payment Card Industry Data Security Standards; (v) data regulated under the Health Insurance Portability and Accountability Act or the Gramm-Leach-Bliley Act or similar laws or regulations in place now or in the future in the applicable jurisdiction (collectively, the "Excluded Data Laws"). Customer recognizes and agrees that, except to the extent specified in a Schedule: (i) Entrust has no liability for any failure to provide protections set forth in the Excluded Data Laws or otherwise to protect Excluded Data; and (ii) Entrust's Offerings are not intended for management or protection of Excluded Data and may not provide adequate or legally required security for Excluded Data. To the extent that Entrust obtains data, including Excluded Data, that is not necessary for Entrust to provide its Offerings or which Entrust reasonably considers unlawful, harmful or inappropriate, or infringes third party rights, Entrust shall have the right to delete such data without further notice or obligation to the Customer.

6. **Customer's Responsibilities.**

6.1. Customer's Users. Customer is responsible for the use of the Offering by any individual, organization or legal entity, including Customer's Affiliates (each, a "Person") who directly or indirectly receives access to, or the ability to use, the Offering or any component thereof through the Customer, including any such Persons more specifically described in the user guide, manual, technical specifications or release notes for the applicable Offering provided by Entrust, all as may be updated from time to time ("Documentation") or described in the applicable Schedule (each such Person, a "User"). Any act or omission of a User with respect to an Offering is deemed to be the act or omission of Customer.

6.2. General Restrictions. Customer will not: (a) host, time-share, rent, lease, sell, license, sublicense, assign, distribute or otherwise transfer or allow third parties to exploit any component of any Offering, except as provided in the Agreement; (b) copy, modify, translate, reverse engineer, de-compile or disassemble, or create derivative works from any Offering except to the extent that law explicitly prohibits this restriction notwithstanding a contractual restriction to the contrary; (c) attempt to find, circumvent, bypass, exploit, defeat, or disable any limitations, restrictions, security vulnerabilities, security mechanisms, filtering capabilities, or entitlement mechanisms that are present or embedded in any Offering or any component thereof; (d) provide any passwords or other log-in information provided by Entrust as part of any Offering to any third party; (e) share non-public features or content of any Offering with any third party; (f) access any Offering in order to build or benchmark against a competitive product or service, or to build a product or service using similar ideas, features, or functions of any Offering; (g) use any Offering to transmit or store content or communications (commercial or otherwise) that is infringing, illegal, harmful, unwanted, inappropriate, objectionable, confirmed to be criminal misinformation or that otherwise poses a threat to the public, or viruses, malware, worms, time bombs, Trojan horses and other harmful or malicious codes, files, scripts, agents or programs; (h) attempt to gain unauthorized access to any Offering, or to gain access by any means, including automated means (e.g. bots) other than those set out in the Documentation; (i)

use any Offering bundled with or provided for use with another Offering independently of the applicable bundle or Offering with which it is intended to be used; (j) use any Offering other than in compliance with all applicable laws and regulations (k) sell or resell the Offering or any component thereof to any third-party, including but not limited to Customer's distribution partners, resellers, or end-customer(s), unless otherwise explicitly permitted by Entrust in the Agreement.

6.3. **Hosted Services Restrictions.** Customer will not: (a) attempt or make any denial of service (DoS) attack on any Offering or any other conduct that attempts to disrupt, disable, or overload any Offering; (b) distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or "spam") using any Offering; (c) violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device using any Offering; (d) use any Offering to engage in or encourage any activity that is illegal, fraudulent, deceptive, harmful, violating others' rights, or harmful to Entrust's business operations or reputation; (e) interfere with or otherwise negatively impact any aspect of an Offering or any third-party components linked to any Offering; (f) create a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications.

6.4. **High Risk Applications.** Customer may not use, or authorize others to use, any part of any Offering in any application in which the failure of the Offering could lead to death, personal injury or severe physical or property damage ("High-Risk Applications"), including the monitoring, operation or control of nuclear facilities, mass transit systems, aircraft navigation or aircraft communication systems, air traffic control, weapon systems and direct life support machines. Entrust expressly disclaims any express or implied warranty of fitness for High Risk Applications.

7. **Professional Services.** If Entrust provides any consulting or other professional services and any related deliverables ("Professional Services") with respect to any Offering, the following provisions shall apply with respect to such Professional Services, unless a separate professional services agreement has been entered by the parties (e.g. Letter of Engagement).

7.1. An Order (or in the case of purchases of Professional Services Offerings through a Partner, a statement of work duly signed by Entrust and Customer) will further set out the scope and details of any Professional Services, including, if and as applicable, resource specialist(s), milestones, delivery dates, acceptance criteria, payment terms and any other information and terms related to the Professional Services.

7.2. **Background and Professional Services IP.** Any intellectual property rights of a party or its Affiliates conceived, created, developed, or reduced to practice prior to, or independently of, any Professional Services provided under the Agreement ("Background IP") shall remain the exclusive property of such party or its Affiliate. Customer grants Entrust a non-exclusive, non-transferable, royalty-free, worldwide license for the term of the applicable Order to make, use and copy any Customer Background IP that it discloses to Entrust, but solely to the extent necessary for Entrust to provide the Professional Services to the Customer pursuant to the Order. The Professional Services, including all deliverables, are not "works for hire", and the intellectual property embodied therein is owned by Entrust ("Professional Services IP"). Entrust grants Customer a non-exclusive, non-transferable, royalty-free, worldwide, perpetual license to any Professional Services IP incorporated into a deliverable, but solely to the extent necessary to use and exploit the deliverable as contemplated in the applicable Order and only so long as such Professional Services IP is embedded in the deliverable and not separated therefrom.

8. **Compliance with Applicable Laws**.

8.1. In the Agreement, the following terms have the following definitions:

8.1.1. "Denied Parties" means a Person that is subject to trade sanctions, embargoes, or other restrictions imposed by a relevant government or an international organization, including (i) a Person to whom the export of any product, software, or technology licensed or purchased under the Agreement, or related information, would be prohibited by the laws of the United States ("U.S."), Canada, United

Kingdom ("U.K."), United Nations ("U.N."), European Union ("E.U."), or other applicable jurisdiction; or (ii) a Person listed on, or directly or indirectly owned or controlled by a Person listed on, or acting on behalf of a Person listed on, any U.S, Canadian, E.U., U.K., or U.N. sanctions list, including the list of Specially Designated Nationals maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), and the U.S. Department of Commerce Entities List ("Entities List").

8.1.2. "Restricted Country" means a country where Entrust prohibits all business due to the imposition of comprehensive sanctions by a relevant government or international organization or the presence of other higher sanctions risk, including (i) any country to which the export of any product, software, or technology licensed or purchased under the Agreement, or related information, would be prohibited by the applicable laws, rules or regulations of the U.S., Canada, U.K., E.U., or other applicable jurisdiction; (ii) any of the countries listed at https://www.entrust.com/legal-compliance/sanctioned-countries.

8.2. Customer will comply in all respects with any and all applicable laws, rules and regulations and obtain all permits, licenses and authorizations or certificates that may be required in connection with Customer's exercise of its rights and obligations under any part of the Agreement, including use or access by Users. Entrust will comply in all respects with any and all applicable laws, rules and regulations and obtain all permits, licenses and authorizations that may be required in connection with Entrust's provision of the Offerings in the normal course of its business (for clarity, laws applicable to Customer shall not be deemed applicable to Entrust merely because of Customer's use of Entrust's Offerings). Without limiting the foregoing, each party will comply with all applicable trade control laws, including any sanctions or trade controls of the E.U., Canada, the U.K., and the U.N.; the Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security; U.S. sanctions regulations administered by OFAC; or on the Entities List; and any import or export licenses required pursuant to any of the foregoing; and all applicable anti-money laundering laws, including the U.S. Bank Secrecy Act, Money Laundering Control Act, and Patriot Act, the Canadian Proceeds of Crime (Money Laundering) and Terrorist Financing Act, the U.K. Proceeds of Crime Act, and legislation implementing the International Convention on the Suppression of the Financing of Terrorism or the money laundering provisions of the U.N. transnational Organized Crime Convention.

8.3. Customer represents and warrants that: (a) neither Customer nor any User is located in, under the control of, or a national or resident of any Restricted Country; (b) neither Customer nor any User is a Denied Party; (c) Customer and each User has and will comply with applicable laws, rules and regulations of the U.S., Canada, U.K., E.U., or other applicable jurisdiction(s) and of any state, province, or locality or applicable jurisdiction governing exports of any product or service provided by or through Entrust; (d) Customer and all Users will not use any Offering for any purposes prohibited by applicable laws, rules or regulations on trade controls, including related to nuclear, chemical, or biological weapons proliferation, arms trading, or in furtherance of terrorist financing; (e) neither Customer nor any User nor any of its affiliates, officers, directors, or employees is a Denied Party or directly or indirectly owned or controlled by a Denied Party; or (ii) located in, incorporated under the laws of, or owned (meaning 50% or greater ownership interest) or otherwise, directly or indirectly, controlled by, or acting on behalf of, a person located in, residing in, or organized under the laws of any Restricted Country; and (f) Customer and each of its Users is legally distinct from, and not an agent of any Denied Party. Entrust represents and warrants that neither Entrust, nor any of its affiliates, officers, directors, or employees is a Denied Party or an agent of any Denied Party. In the event any of the above representations and warranties is incorrect or a party or any of the Customer's Users engages in any conduct that is contrary to sanctions or trade controls or other applicable laws, regulations, or rules, any Agreements, purchase orders, performance of services, or other contractual obligations of the other party are immediately terminated.

8.4. Where Customer is provisioning services to Users using Entrust Offerings, it shall have and enforce appropriate procedures and controls to ensure services are not provisioned to a Denied Party or a User in a Restricted Country. Entrust further reserves the right to implement geo-blocking, require Users undergo Entrust's due diligence review, or such other measures as it deems necessary to ensure that the Offerings are not provided to a Denied Party or User in a Restricted Country or otherwise in violation of applicable

export control, trade or financial sanctions laws, regulations, orders, directives, licenses and requirements of any governmental or relevant authority with jurisdiction over activities undertake in connection with this Agreement. In the event that Entrust reasonably determines that a User may be a Denied Party or in a Restricted Country, Entrust may restrict access to said User without any further liability to Customer.

8.5. Customer shall immediately notify Entrust if, during the Term, it has breached the terms of this Section (Compliance with Applicable Laws) of the Agreement. If Entrust has reason to believe that a breach of this Section (Compliance with Applicable Laws) has occurred or may occur, Entrust shall have the right, in its sole discretion, to audit at its own expense Customer's business records, data, and other such documents and information that Entrust may deem relevant in order to satisfy itself that no such breach has occurred or will occur. Customer agrees in the context of any audit undertaken pursuant to this paragraph to use its best efforts to make or cause to be made available relevant individuals and/or information. Any breach of this Section (Compliance with Applicable Laws) shall be considered a material breach of the Agreement.

8.6. Customer understands and agrees that Entrust is not responsible for service interruptions or blocks that may be experienced by Users using third party devices (e.g. Huawei mobile phones) that may interoperate with an Entrust Offering, to the extent that trade compliance restrictions, legal obligations, or information security requirements applicable to Entrust do not allow for compliance with third party device requirements.

9. **Disclaimer of Warranties.**

Entrust warrants that the Offering will perform substantially in accordance with the warranties expressly stated in the applicable Schedule or Order. Except as may be so expressly stated elsewhere in the Agreement, each Offering is provided "as is", and Entrust and its Affiliates, licensors and suppliers disclaim any and all representations, conditions or warranties of any kind, express or implied, including warranties of non-infringement, title, merchantability or fitness for a purpose, satisfactory quality, or any representations, conditions or warranties implied by statute, course of dealing, course of performance, or usage or trade. Entrust makes no representations, conditions or warranties regarding any third party product or service, with which any Offering may interoperate. Entrust makes no representations, conditions or warranties that any Software will perform without interruption or error.

10. **Indemnities.**

   10.1. **Intellectual Property Claims.**

      10.1.1. **Intellectual Property Indemnity. Entrust shall have the right to intervene to defend at its expense (including, for clarity, bearing court costs and reasonable attorney's fees) Customer against any claims by third parties that the Software, Hosted Service, or Hardware and Supplies furnished and used within the scope of the Agreement infringes upon or misappropriates a patent, trademark, copyright, trade secret or other intellectual or proprietary right (an "IP Claim"), and will pay any (i) amounts finally awarded against Customer by a court or arbitrator in any proceeding related to such IP Claim or (ii) settlement amounts approved in accordance with this Section (Indemnities). Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.**

      10.1.2. **Mitigation by Entrust. If Entrust becomes aware of an actual or potential IP Claim, or if Customer provides Entrust with notice of an actual or potential IP Claim, Entrust may (or in the case of an injunction against Customer, shall), at Entrust's sole option and expense: (i) procure for Customer the right to continue to use the affected portion of the Software, Hosted Service, or Hardware and Supplies; (ii) modify or replace the affected portion of the Software, Hosted Service, or Hardware and Supplies with functionally equivalent or superior software or products so that Customer's use is non-infringing; or (iii) if (i) or (ii) are**

not commercially reasonable, terminate the Agreement with respect to the affected Software, Hosted Service, or Hardware and Supplies and refund to the Customer, as applicable, either (A) any perpetual purchase price paid for the affected Software or Hardware and Supplies depreciated over a three (3) year period from the date of delivery on a straight line basis less any outstanding moneys owed on such affected portion of the Software or Hardware and Supplies; or (B) any prepaid and unused subscription fees for the affected Software, Hosted Service or Hardware and Supplies for the terminated portion of the applicable Offering Term.

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

10.1.4. **THE PROVISIONS OF THIS SECTION 10.1 (INTELLECTUAL PROPERTY CLAIMS) ARE SUBJECT TO SECTION 11 (LIABILITY) AND STATE THE SOLE AND EXCLUSIVE LIABILITY OF ENTRUST AND ITS AFFILIATES AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OF THE NATURE HEREIN.**

10.2. **Reserved.**

10.3. **Conditions. The obligations in this Section (Indemnities) will apply only if indemnified party: (i) provides the indemnifying party prompt written notice of the IP Claim or Customer Indemnified Claim ("Claim"), provided that failure by the indemnified party to provide prompt notice will relieve the indemnifying party of its obligations only to the extent that the indemnifying party was actually and materially prejudiced by such failure; (ii) gives the indemnifying party the exclusive right to control and direct the investigation and defense of such Claim, including appeals, negotiations, and any settlement or compromise thereof, provided that the indemnified party will have the right to reject any settlement or compromise that requires that it or they admit wrongdoing or liability or that subjects it or them to any ongoing affirmative obligations; (iii) has not compromised or settled the Claim; and (iv) agrees to cooperate and provide reasonable assistance (at indemnifying party's sole expense) in the defense.**

11. **Liability.**

11.1. **In this Section (Liability), "Entrust" will be deemed to mean Entrust Corporation, its Affiliates, and their respective suppliers, licensors, resellers, distributors, subcontractors, directors, officers, and personnel.**

11.2. **In no event will Entrust be liable for, and Customer waives any right it may have to, any consequential, indirect, special, incidental, punitive or exemplary damages or for any loss of business, opportunities, revenues, profits, savings, goodwill, reputation, customers, use, or data, or costs of reprocurement or business interruption.**

11.3. **For any given Offering, in no event will Entrust's total aggregate liability arising out of or related to the Agreement or the use and performance of the Offering exceed the fees paid to Entrust for the specific Offering for the twelve months prior to the first event giving rise to liability, less any refunds, service credits or deductions.**

11.4. **The exclusions and limits in this Section (Liability) apply: (a) regardless of the form of action, whether in contract (including fundamental breach), tort (including negligence), warranty, indemnity, breach of statutory duty, misrepresentation, strict liability, strict product liability, or otherwise; (b) on an aggregate basis, regardless of the number of claims, transactions, digital signatures or certificates; (c) even if the possibility of the damages in question was known or communicated in advance and even if such damages were foreseeable; and (d) even if the remedies fail of their essential purpose. Customer acknowledges that Entrust has set its prices and entered into the Agreement in reliance on the limitations and exclusions in this Section (Liability), which form an essential basis of the Agreement.**

11.5. **Notwithstanding anything to the contrary in this Section (Liability) or elsewhere in the Agreement, to the extent required by applicable law Entrust neither excludes nor limits its liability for: (i) death or bodily injury caused by its own negligence; (ii) its own fraud or fraudulent misrepresentation; or (iii) other matters for which liability cannot be excluded or limited under applicable law.**

12. **Nature of Relationship**. Nothing contained in the Agreement will be deemed to constitute either party or any of its employees, the partner, agent, franchisee, or legal representative of the other party or to create any fiduciary relationship for any purpose whatsoever. Except as otherwise specifically provided in the Agreement, nothing in the Agreement will confer on either party or any of its employees any authority to act for, bind, or create or assume any obligation or responsibility on behalf of the other party. The parties agree that no Entrust personnel is or will be considered the personnel of Customer.

13. **Affiliates.** Entrust may use one or more Affiliate(s) or subcontractors to perform its obligations under the Agreement, provided that such use will not affect Entrust's obligations under the Agreement.

14. **Non-Solicitation.** Customer acknowledges that Entrust has specially trained personnel and agrees that during the term of this Agreement and for one (1) year following the term Customer will not solicit or otherwise attempt to employ any such personnel who have been engaged in the performance of the Agreement and/or with whom Customer has contact by virtue of the Agreement, without the prior written consent of Entrust; provided that such restriction does not apply to the hiring of employees who respond without solicitation by Customer to Internet or other advertisements of general circulation not specifically targeted to such employees.

15. **Third Party Beneficiaries**. Except as expressly stated in the Agreement, the Agreement is made solely for the benefit of the parties hereto and their respective successors and permitted assigns, and no other person or entity will have or acquire any right or benefit under the Agreement, including under the UK Contracts (Rights of Third Parties) Act 1999.

16. **No Exclusivity**. Nothing in the Agreement shall prevent Entrust or its Affiliates from providing to a third party the same or similar products, services or deliverables as those provided to the Customer pursuant to the Agreement.

17. **Notices**. In any case where any notice or other communication is required or permitted to be given, such notice or communication will be in writing and (a) personally delivered, in which case it is deemed given and received upon receipt or (b) sent by international air courier service with confirmation of delivery to the addresses stated below, in which case it is deemed given and received when delivery is confirmed.

Notices to Customer: the address stipulated in the Order.

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

18. **Choice of Law**. Any disputes related to the products and services offered under the Agreement, as well as the construction, validity, interpretation, enforceability and performance of the Agreement, and all claims arising out

of or related to the Agreement, including tort claims, shall be governed by the Federal laws of the United States. In the event that any matter is brought in a provincial, state or federal court each party waives any right that such party may have to a jury trial. To the maximum extent permitted by applicable law, the parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not apply to the Agreement. This Section (Choice of Law) governs all claims arising out of or related to this Agreement, including tort claims.

19. **Force Majeure**. In accordance with GSAR Clause 552.212-4(f), "Force Majeure Event" means any event or circumstance beyond Entrust's reasonable control, including floods, fires, hurricanes, earthquakes, tornados, epidemics, pandemics, other acts of God or nature, strikes and other labor disputes, failure of utility, transportation or communications infrastructures, riots or other acts of civil disorder, acts of war, terrorism (including cyber terrorism), malicious damage, judicial action, lack of or inability to obtain export permits or approvals, acts of government such as expropriation, condemnation, embargo, designation as a Restricted Country, changes in applicable laws or regulations, and shelter-in-place or similar orders, and acts or defaults of third party suppliers or service providers. In the event that a Force Majeure Event directly or indirectly causes a failure or delay in Entrust's performance of its obligations under this Agreement, Entrust shall not be in default or liable for any loss or damages where performance is impossible or commercially impracticable.

20. **No Waiver**. No failure to exercise, no delay in exercising, and no statement or representation other than by any authorized representative in an explicit written waiver, of any right, remedy, or power will operate as a waiver thereof, nor will single or partial exercise of any right, remedy, or power under the Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided in the Agreement, in law, or in equity. The waiver of the time for performance of any act or condition under the Agreement does not constitute a waiver of the act or condition itself.

21. **Successors; Assignment**. Each party agrees that it will not (and neither party has any right to) assign, sell, transfer, or otherwise dispose of, whether voluntarily, involuntarily, by operation of law, or otherwise, the Agreement or any right or obligation under the Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Entrust may, assign the Agreement together with all of its rights and obligations under the Agreement (i) to an Affiliate, or (ii) as part of a sale, merger, or other transfer of all or substantially all the assets of the business to which the Agreement relates in accordance with the provisions set forth at FAR 42.1204.   . Subject to the foregoing limits on assignment and delegation, the Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

22. **No Other Rights Granted**. The rights granted under the Agreement are only as expressly set forth in the Agreement. No other right or interest is or will be deemed to be granted, whether by implication, estoppel, inference or otherwise, by or as a result of the Agreement or any conduct of either party under the Agreement. Entrust and its licensors expressly retain all ownership rights, title, and interest in the products and services provided by Entrust (including any modifications, enhancements and derivative works thereof). Any permitted copy of all or part of any item provided to Customer must include all copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy delivered by Entrust to Customer.

23. **Feedback**. "Feedback" refers to Customer's and Users' suggestions, comments, or other feedback pertaining to Entrust's Offerings. Customer agrees that Entrust will own all Feedback and all associated intellectual property rights in or to Feedback, and Customer hereby assigns to Entrust all of Customer's (and Users') right, title, and interest thereto, including without limitation intellectual property rights. Entrust acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

24. **Audits and Assessments**. Except as otherwise specifically provided in the Agreement, Entrust has no obligation to participate in any Customer-requested audit, assessment, inspection, due diligence exercise, questionnaire, or other similar review of Entrust's policies, procedures, documentation, operations, or practices ("Customer Review"). If Entrust agrees to participate in any Customer Review, Customer shall be responsible for all related costs and expenses, including any third-party fees.

25. **Order of Precedence**. A provision in an Order executed by both parties will prevail over any conflicting provision elsewhere in the Agreement, and, subject to the foregoing, a provision in a Schedule will prevail with respect to the applicable Offering over any conflicting provision in the Agreement.

26. **Entire Agreement**. The Agreement (as defined in Section 1 (Contract Structure and Parties)) and items expressly incorporated into any part of the Agreement form the entire agreement of the parties. All terms and conditions on any purchase orders, supplier registration forms, supplier code of conduct, or similar document issued by Customer shall not amend the terms of the Agreement and will be of no force or effect notwithstanding any term or statement to the contrary made in such document. Neither party has entered into the Agreement in reliance upon any representation, warranty, condition or undertaking of the other party that is not set out or referred to in the Agreement.

27. **Amendment**. The Agreement may not be modified except by formal agreement in writing executed by both parties.

28. **Severability**. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any provision of the Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of the Agreement is held to be invalid or otherwise unenforceable in application to particular facts or circumstances: (a) such provision will be interpreted and amended to the extent necessary to fulfill its intended purpose to the maximum extent permitted by applicable law and its validity and enforceability as applied to any other facts or circumstances will not be affected or impaired; and (b) the remaining provisions of the Agreement will continue in full force and effect. For greater certainty, it is expressly understood and intended that each provision that deals with limitations and exclusions of liability, disclaimers of representations, warranties and conditions, or indemnification is severable from any other provisions.

29. **Language.** The definitive version of this Agreement is written in English. If this Agreement is translated into another language and there is a conflict between the English version and the translated version, the English language version controls. If Customer is located in Quebec, the parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English; les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais. Some versions of the Offerings which have been designated as localized or country-specific may nonetheless contain certain components and/or interfaces that are in the English language only.

30. **Interpretation**. The parties agree that the Agreement will be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party, and that ambiguities will not be interpreted against the party that drafted the relevant language. In the Agreement, the words "including", "include" and "includes" will each be deemed to be followed by the phrase "without limitation". The section or other headings in the Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of the Agreement. Any exhibit, document or schedule referred to in the Agreement means such exhibit or schedule as amended, supplemented and modified from time to time to the extent permitted by the applicable provisions thereof and by the Agreement. References to any statute or regulation mean such statute or regulation as amended at the time and includes any successor statute or regulation. Unless otherwise stated, references to recitals, sections, subsections, paragraphs, schedules and exhibits will be references to recitals, sections, subsections, paragraphs, schedules and exhibits of the Agreement. All dollar amounts in the Agreement are in U.S. currency unless otherwise indicated.

Entrust End User License

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

1. **Scope.**

    1.1. The Software and related Documentation is protected by copyright and other intellectual property laws and treaties. Copies of the Software and related Documentation provided to Customer (or Users) pursuant to the Agreement are licensed, not sold, and neither Customer nor any User receives any title to or ownership of any copy of the Software and/ or Documentation itself.

    1.2. This Software Schedule, on its own, does not grant any entitlement to receive any Support or upgrades to the Software. If Customer is entitled to receive Support for the Software, for example if the Order for the Software indicates that Support is included with the Software or has been purchased separately for the Software, then such support will be provided pursuant to the then- current applicable Support Schedule attached hereto. The Software includes any updates and upgrades to which the Customer is entitled, subject to additional or updated terms (if any) that may be applicable to the enhanced features made available as part of the upgrade.

    1.3. Interoperability. Third parties may make available plugins, agents, or other tools that enable the Software to interoperate with third party products or services (each, an "Interoperation Tool"). Customer acknowledges and agrees that such Interoperation Tools are not part of the Software. Entrust grants no rights, warranties or support for any Interoperation Tools hereunder.

2. **Grant of Rights.**

    2.1. Customer receives no rights to the Software and Documentation other than those specifically granted in this Section 2 (Grant of Rights).

    2.2. General License Grant. Subject to Customer's (and Users') compliance with the Agreement, Entrust grants Customer, during the Offering Term, a personal, worldwide, non-exclusive, non- transferable, non-sub-licensable right to: install and use the Software and use the Documentation, and to grant its Users the ability to access and use such Software and Documentation, in each case (a) in accordance with this Software Schedule; (b) in accordance with the Documentation;
    (c) in accordance with any specifications or limitations set out in the Order or imposed by technological means (such as a license code provided by Entrust) of the capabilities of the Software that Customer is permitted to use, such as limits associated with subscription levels, on copies of Software, on numbers or types of certificates, identities, users, signatures, protocols or devices, and on types of deployment (e.g. high availability, test or disaster recovery); (d) with respect to Software embedded in Hardware and Supplies, only on the Hardware and Supplies on which the Software is installed (and not separately or apart from such Hardware and Supplies);
    (e) only on the operating systems or technology platforms designated by Entrust; (f) for internal business purposes only, unless specifically authorized by Entrust in the Documentation, Order, or otherwise; and (g) subject to the general restrictions set out in Section 6.2 of the General Terms (General Restrictions).

    2.3. Evaluation; Not-for-Resale (NFR).

        2.3.1. Entrust may, at its sole discretion, subject to any restrictions on use specified by Entrust including, without limitation, compliance with all restrictions, conditions and obligations in the General Terms and this Software Schedule, grant Customer the right to download, install, and/or use the Software for:

2.3.1.1.   Evaluation purposes, for thirty (30) days, in order to evaluate the Software.

2.3.1.2.   Not-for-resale (NFR) purposes, for one (1) year, in in order to use the Software for the purpose of development, testing, support, integration, proofs of concept, and demonstrations in support of Customer's broader activities with respect to the Offerings.

2.3.2. Customer shall not use any Customer Data or Personal Data in its evaluation or NFR use of the Software other than Customer Data or Personal Data that is from its own personnel (i.e., not that of prospective clients or other third parties). In addition, use of the Software shall be exclusively in a test (non-production) environment (which environment contains, for clarity, only fictitious non-production data).

2.3.3. Evaluation and NFR purposes exclude any purpose from which Customer (or any of its Users) generates revenue. Sections 2.2 (General License Grant), 6 (Warranty), 7.1 (Term), and 10 (Publicity) of this Software Schedule do not apply to any evaluation or NFR use of the Software. Entrust may in its sole discretion suspend or terminate any and all evaluation or NFR access and other related rights to the Software at any time, for any or no reason, without advance notice. Entrust may extend the evaluation or NFR periods in writing at its discretion.

3. **Delivery.** Entrust shall make the Software available for electronic download subject to the receipt of all required documentation, including any required export and import permits. Thereafter, Customer shall be responsible for and bear all expenses (including taxes) related to making the permitted number of copies and distributing such copies if and as permitted in the Agreement. Customer will be the importer of record for the Software.

4. **Installation and Management.** Except for any installation Professional Services to be performed by Entrust pursuant to an Order, Customer agrees that it will be responsible for installing and managing the Software in accordance with the Documentation. Entrust will have no responsibility or liability for any impact to or failure of the Software or any Offering with which the Software was provided resulting from Customer's (or Users') improper installation and/or management of the Software.

5. **Audit Rights.** Customer shall keep reasonable records relating to Customer's use of the Software sufficient to show compliance with the Agreement ("Usage Records"). A chartered or certified public accountant selected by Entrust may, upon reasonable notice and during normal business hours, but no more often than once a year, inspect such Usage Records. If the audit reveals that Customer's use has not been been in compliance with the Agreement and as a result has not paid the full or correct price for its actual use, Entrust may invoice the unpaid price based on the price list current at the time of the audit.

6. **Warranty.**

6.1. Software Warranty. Entrust warrants that (i) for a period of ninety (90) days from the date of delivery each item of Software will perform in substantial accordance with the Documentation, as applicable to the scope of license purchased by Customer as set out in the Order; and (ii) at the time of delivery, Entrust shall have used commercially reasonable efforts to cause the Software to be free of any known computer virus or harmful, malicious, or hidden software, data, or other computer instructions whose purpose is to disrupt, damage, or interfere with the licensed use of computer and telecommunications software or hardware for their normal purposes ("Malware").

6.2. Warranty Exclusions. The warranty in Section 6.1 (Software Warranty) shall not cover or apply with respect to any damages, malfunctions or non-conformities caused by (i) failure to use the Software in accordance with the Agreement and the Documentation; (ii) accident, misuse, abuse, improper operation, installation, misapplication, or any other cause external to the Software; or (iii) any modifications or additions made to the Software by Customer or by a third party acting for the Customer.

6.3. Remedy for Breach of Warranty. Entrust's exclusive liability and the Customer's sole and exclusive

remedy for breach of the provisions of this Section (Warranty) shall be, at Entrust's option, to correct, repair or replace, free of charge, the Software which does not meet Entrust's warranty.

7. **Term and Termination.**

   7.1. Term. The Software may be licensed on a perpetual or subscription basis, as specified in the Order. Unless otherwise specified on the Order, the Offering Term will commence on the date that the Order is accepted by Entrust and will continue in effect either (i) for perpetually-licensed Software, for so long as Customer continues to use the Software, or (ii) for subscription Software, for a period of one (1) year or such other period as stated in the Order, in each case, unless terminated earlier in accordance with the Agreement.

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

      7.2.1. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Entrust shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

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

8. **U.S. Government End-Users.** Any software and documentation provided under the Agreement are commercial items, as that term is defined in 48 CFR 2.101, consisting of commercial computer software and commercial computer software documentation, as those terms are used in 48 CFR 12.212. If software or documentation is acquired by or on behalf of the U.S. government or by a U.S. government contractor (including without limitation prime contractors and subcontractors at any tier), then in accordance with 48 CFR 227.7202-4 (for Department of Defense licenses only) and 48 CFR 12.212 (for licenses with all federal government agencies), the government's rights to such software and documentation are limited to the commercial rights specifically granted in the Agreement, as restricted by the Agreement. The rights limited by the preceding sentence include any rights to reproduce, modify, perform, display, disclose, release, or otherwise use the software or documentation. This Section (U.S. Government End-Users) does not grant Customer any rights not specifically set forth in the Agreement. Customer shall not remove or deface any restricted rights notice or other legal notice appearing in any software or documentation or on any associated packaging or other media. Customer shall require that its U.S. government users of any software or documentation agree to and acknowledge the provisions of this Section (U.S. Government End-Users) in writing.

9. **Open Source.** Versions of certain third-party open source software (including libraries and redistributable files) may be embedded in, delivered with or automatically downloaded as part of any Software ("Ancillary Software"). The Ancillary Software is subject to the applicable separate open source license agreement(s) pertaining to the Ancillary Software, which shall be provided with the Software or otherwise made available by Entrust. The complete list of Ancillary Software (not the Ancillary Software itself) shall be deemed Entrust Confidential Information.

Hardware and Supplies Schedule

If Entrust provides any Hardware and Supplies in connection with an Order, then the following terms apply with respect to the Hardware and Supplies portion of the Offering. Capitalized terms not defined herein have the meanings given to them in the General Terms.

1. **Shipment; Title and Risk of Loss.** Unless otherwise specified in this Agreement or in GSAR Clause 552.212-4: (i) Hardware and Supplies will be shipped at Entrust's sole discretion either EXW Entrust's dock, CPT, or otherwise agreed by Entrust in writing ("INCOTERMS 2020"): (ii) Customer is responsible for obtaining all insurance needed and for all shipping charges; (iii) Hardware and Supplies are deemed to be accepted by the Customer upon delivery in accordance with the INCOTERMS 2020 stated above; and (v) Customer is responsible for installation of the Hardware and Supplies. Legal title and risk of loss of or damage to the Hardware and Supplies pass from Entrust to Customer upon delivery to the shipping carrier in accordance with the applicable INCOTERMS 2020.

2. **Warranties.** Entrust makes no warranties with respect to the Hardware and Supplies or Software associated to Hardware and Supplies other than as set forth in this Schedule or as may be set forth in the documentation delivered by Entrust with the Hardware and Supplies ("Warranty Documentation"), which warranties are subject to the limitations set forth in this paragraph. Entrust warrants that i) Software associated to Hardware and Supplies will perform in accordance with specification set out in the related Documentation for a period of ninety (90) days from the date of delivery; and ii) Hardware and Supplies will be free from defects in material and workmanship for one year unless otherwise set forth in the Warranty Documentation. The remedy for breach of the aforesaid warranty is limited to the repair or replacement of the defective item at no charge to Customer (with the exception of duties, taxes, fees, or other similar governmental charge, on replacement items, which must be paid by Customer) or the refund of the purchase price of the item, at Entrust's sole option, and is conditioned upon (i) Customer's payment of the price or fee specified in an applicable Order (except for purchases via authorized resellers); (ii) the proper use, maintenance, management and supervision of the item; (iii) the exclusive use of Hardware and Supplies or consumable materials supplied by Entrust for the item; (iv) a suitable operating environment for the item; and (v) the absence of any intentional or negligent act or other cause external to the item affecting its operability or performance. This warranty will be null and void if maintenance is performed on a Hardware and Supplies by any party other than Entrust or a qualified party approved by Entrust or if any addition to, removal from or modification of the Hardware and Supplies is made without Entrust's approval. Once they have been replaced, all parts removed from Hardware and Supplies under warranty will become the property of Entrust. If Entrust is requested to provide maintenance service for the Hardware and Supplies that is not covered by the stated warranty, Customer will be responsible for the cost of all such service at Entrust's then-current time and materials rates.

3. **Waste Electrical and Electronic Equipment.** For sales made in the European Union, the Customer alone shall be responsible for, and shall bear the cost of the collection, treatment, recovery and environmentally sound disposal of waste electrical and electronic equipment for the purposes of any decree, statute, regulations, order or other legislation which implements the terms of Directive 2012/19/EU on Waste Electrical and Electronic Equipment in the member state concerned.

4. **Software (and Firmware) License Associated to Hardware and Supplies.** Customer's rights related to Software (and Firmware) Associated to Hardware and Supplies are established by and limited to the terms and conditions specified in the End User License Agreement (EULA) accompanying the Hardware attached hereto.

5. **Support**. Entrust provides the service levels and Support Services for the Hardware and Supplies (including Software Associated to Hardware and Supplies) as set out in the Support Schedule or a separate Support agreement, a copy of which is available at request. Where Support is purchased through an

authorized reseller and the Order indicates that the reseller will provide Support, such support will be provided by the authorized reseller.

6. **<u>Issuance HSM</u>**. If Customer has purchased an Issuance HSM, Customer is strictly prohibited from using the Issuance HSM as a general purpose HSM and may only use the Issuance HSM for the limited purposes of supporting Entrust's 'Issuance' products. An "Issuance HSM" means a hardware security module ("HSM") that that has been purchased and/or licensed specifically for supporting Entrust's credit card Issuance products.

7. **<u>Resale and Distribution.</u>** Certain third-party products may be resold, distributed, provided or otherwise made available by Entrust either on a standalone basis or in connection with a proprietary Entrust Offering ("Third Party Vendor Products"). Except as expressly stated in an applicable Offering Schedule, Entrust has no obligation and excludes all liability with respect to Third Party Vendor Products, the sale, licensing and use of which shall be exclusively subject to the third party vendor's terms, conditions and policy documents accompanying, embedded in, or delivered with the Third Party Vendor Products, or otherwise made available by the third party vendor. Without limiting the forgoing, Third Party Vendor Products are often identified on quotes with the code "3P", "Third Party" or with the third party vendor's name.

HARDWARE MAINTENANCE TERMS AND CONDITIONS RAPID REPLACEMENT AND DEPOT SERVICE PROGRAMS (North America)

These hardware maintenance terms and conditions set forth the basis upon which Entrust Corporation or its affiliate company ("Entrust" or "Entrust Company") identified on the accompanying Sales Order form or Service Agreement ("Cover Sheet") agrees to provide you ("Customer") with maintenance services for the hardware listed on the Cover Sheet. These terms and conditions together with the Cover Sheet constitute our "Agreement."

1. **CONTRACTED MAINTENANCE SERVICES.** Entrust agrees to provide maintenance service for the hardware listed on the Cover Sheet (the "Covered Products") as set forth in this Agreement ("Maintenance Service"). Maintenance Service will include (a) technical phone support (hardware only) and (b) depot remedial maintenance, both as described below. Entrust warrants that in providing Maintenance Service it will cause the Covered Products to meet manufacturer's operating specifications given reasonable wear and tear and product age and condition (hereinafter "Maintain"). Unless otherwise provided in the Cover Sheet, Maintenance Service will be provided by US Entrust Companies Monday through Friday, 8:00 am to 5:00 pm and by Canadian Entrust Companies, both excluding holidays observed by Entrust (hereinafter "Coverage Hours"). The holidays observed by Entrust are: New Year's Day, Presidents' Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, and Christmas Day. Holidays occurring on a Saturday or Sunday may be observed on the preceding Friday or following Monday, as determined by Entrust.

   1.1 Technical Phone Support. Entrust technical phone support staff are available to provide problem resolution Monday through Friday during support hours then in effect, excluding holidays observed by Entrust. Entrust's Customer Care Center will document any request made outside of these coverage hours and the technical phone support staff will contact the Customer to provide problem resolution when coverage hours resume.

   1.2 Depot Remedial Maintenance.
   (a) Standard Depot. When an Entrust phone technician determines that a repair is necessary, the Customer is responsible for shipment of the Covered Product to the Entrust depot repair facility at Customer's expense. Entrust will repair the Product within 5 business days from the date of receipt. Entrust is responsible for return shipment of the repaired Product to the Customer via standard ground transportation at Entrust's expense.
   (b) Rapid Replacement. When an Entrust phone technician determines that a repair is necessary, Entrust will ship a replacement unit to the Customer via overnight shipment, create a Return Material Authorization and provide a prepaid ARS shipping label for the return of the defective unit. The Customer is responsible for shipment of the defective Covered Product to the Entrust depot repair facility, using the RMA provided by Entrust. The defective Covered Product must be returned to Entrust within 14 days of Customer's receipt of the replacement unit. If the unit is not returned to Entrust within the specified time, the Customer will be invoiced for the full retail price of the replacement unit.

   1.3 Scope. Except as otherwise provided in the Cover Sheet, the Maintenance Service includes all parts and labor expenses necessary to Maintain the Covered Product but excludes software support, which may be available in a separate agreement with Entrust. Entrust reserves the right at its option to replace or repair any part which fails to perform its function under normal use. Entrust further reserves the right to use, at its option, new, rebuilt, or reconditioned parts or improved parts which are capable of performing functions similar to those of the replaced parts. In the event that parts required to Maintain Covered Products are no longer available, Entrust may terminate coverage for some or all of the affected Covered Products and will issue the Customer a prorated credit for any unused portion of the Term Charge.

   1.4 Term Charge; Excess Use Charge. In consideration of Entrust's provision of the Maintenance Service, Customer agrees to pay the "Term Charge" set forth on the Cover Sheet in accordance with the GSA Schedule Pricelist. Term Charges for certain Covered Products are based upon an assumed rate of card production ("Card Production Limits"). If set forth in the Cover Sheet, an excess use charge may be assessed if the actual rate of production for Covered Products exceeds the Card Production Limits at the

end of the applicable use period. All charge fees shall be set forth in the GSA Schedule Pricelist and work shall require Customer's pre-approval prior to commencing extended services.

2. **EXCLUSIONS.** Except as otherwise provided in the Cover Sheet, the following are not covered in the Maintenance Service and are subject to additional charges:

2.1 Consumables and Supplies Maintenance Service does not include consumable and supply items such as, but not limited to, printheads, cleaning rollers and cards, ribbons, foils, forms, over laminates, cleaning cards, card affixing stickers, labels, toner and other supplies for use with the Product, including supplies necessary for maintenance purposes. The Customer will be notified at time of repair if a new printhead is required. The replacement printhead will be invoiced at Entrust's current GSA Schedule price.

2.2 Unauthorized Use or Service. Maintenance Service does not include service or repair work caused by: the failure of Customer to observe any of the conditions in this Agreement; failure of Customer to use the Covered Product in accordance with the manufacturer's instructions; maintenance or attempted repairs or adjustments of the Covered Product by anyone other than Entrust authorized personnel; service, reconfiguration, or upgrading of any data communications interface occasioned by changes made to host computers or network transmission devices; tampering, misuse or abuse of the Covered Product; damage to the Covered Product due to causes within the Customer's control; force majeure; or use of supplies or consumable materials not supplied by Entrust. Repairs, adjustments, or parts replacement required due to any of the foregoing are not included in Maintenance Service and will be provided by Entrust at then-current pricing.

2.3 Shipping Damage. The Customer is responsible for storing and maintaining the original shipping cartons provided with the Product.   These cartons will be used for shipment of Product to Entrust depot service facility when service is required.   Entrust will not be responsible for any shipping damage resulting from failure to utilize correct, original shipping cartons.

3. **TERM.** The term of this Agreement ("Term") is as shown on the Cover Sheet.

4. **PAYMENT; TAXES**

4.1 Payment Terms; Billing. Invoices are payable 30 days after receipt date of invoice. Invoices will be submitted as set forth in the Cover Sheet.

4.2 Taxes. Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

5. **PRODUCT RELOCATION.** The Customer must provide to Entrust the installed address of any Product and any subsequent installed address if the Product is relocated.

6. **TERMINATION; SUSPENSION OF SERVICES.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Entrust shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer

7. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** ENTRUST WARRANTS THAT THE MAINTENANCE SERVICE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE WARRANTIES EXPRESSLY STATED IN THIS SCHEDULE EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH HEREIN ENTRUST HEREBY DISCLAIMS ALL WARRANTIES REGARDING THE MAINTENANCE SERVICES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ENTRUST SHALL NOT BE LIABLE FOR LOSS OF USE OF ANY COVERED PRODUCT OR FOR ANY

LOSS OR DAMAGE OCCASIONED BY SUCH LOSS OF USE RESULTING FROM THE PERFORMANCE OF SERVICES HEREUNDER. IN NO EVENT SHALL ENTRUST BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND HEREUNDER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INTERRUPTION OF BUSINESS, DAMAGE TO OR LOSS OF DATA, LOSS OF REVENUE OR PROFITS, DAMAGE TO REPUTATION), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ENTRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ENTRUST'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT EXCEED (A) FOR CLAIMS RELATING TO DAMAGE TO A COVERED PRODUCT, THE COST OF REPLACEMENT OF THE PRODUCT; OR (B) FOR ALL OTHER CLAIMS, THE ANNUAL TERM CHARGE APPLICABLE TO THE COVERED PRODUCT WITH WHICH THE CLAIM IS ASSOCIATED. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

8. **INDEPENDENT CONTRACTOR; NON-SOLICITATION.** Entrust is acting as an independent contractor in the performance of Maintenance Service and has sole supervision of and responsibility for its authorized maintenance personnel. Customer acknowledges that Entrust has specially trained personnel who perform Support hereunder and agrees that during the Term hereof and for a period of 1 year thereafter Customer will not solicit or otherwise attempt to employ any such Entrust employee for any similar purpose, provided that solicitations and subsequent hirings initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed solicitations in violation of this sentence.

9. **CUSTOMER DATA**. If applicable, prior to sending any equipment to Entrust, Customer must totally delete all data from such equipment. Entrust is not liable for any loss of or to any data contained on equipment received from Customer. Customer agrees to fully indemnify and defend Entrust against any and all threats or claims arising from Customer's failure to delete all data from the equipment prior to shipment to Entrust.

10. **CUSTOMER DATA**. If applicable, prior to sending any equipment to Entrust, Customer must totally delete all data from such equipment. Entrust is not liable for any loss of or to any data contained on equipment received from Customer. Customer agrees to fully indemnify and defend Entrust against any and all threats or claims arising from Customer's failure to delete all data from the equipment prior to shipment to Entrust.

11. **MODIFICATION OF SERVICES OR CHARGES**. Entrust reserves the right to modify the scope of services it provides under this Agreement and/or its charges therefor in the event Customer requires Entrust to change its policies, personnel or the manner in which its personnel perform services during the term of this Agreement.

12. **FORCE MAJEURE.** In accordance with GSAR Clause 552.212-4(f) Entrust is not liable for loss or delay resulting from any unforeseeable event beyond its reasonable control, including acts of God, fire, natural disaster, war or other hostilities or acts of terrorism.

13. **GENERAL PROVISIONS.** Entrust may assign this Agreement to a third party without notice to Customer. Customer may not assign this Agreement without the prior written consent of Entrust. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect. The parties agree to re-negotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision. The failure of either party to enforce any term or condition of this Agreement does not constitute a waiver of that party's rights to enforce subsequent breaches of any term or condition under this Agreement. Any notices required to be given under this Agreement must be in writing and addressed to the parties at the addresses set forth in the Cover Sheet. Legal notices hereunder are effective when delivered personally or by recognized overnight courier service, signature required. If made by a United States Entrust Company, this Agreement is governed by and construed in accordance with the Federal laws of the United States. In the event that any matter is brought in a provincial, state or federal court each party waives any right that such party may have to a jury trial.

This choice of law governs all claims arising out of or related to the Agreement, including tort claims

This Agreement represents the only agreement between the parties concerning the subject matter hereof and supersedes all prior representations, understandings and agreements whether written or oral. Conflicting or additional terms contained in a purchase order or similar document issued by Customer do not amend the terms of this Agreement and are of no force or effect notwithstanding any statements to the contrary made in such document. This Agreement may not be altered, amended or modified except by formal agreement in writing by the parties. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument. Any signature transmitted by facsimile, email scan or other electronic method has the same effect as an original signature.

ENTRUST CORPORATION HARDWARE MAINTENANCE TERMS AND CONDITIONS ON-CALL SERVICE PROGRAM (North America)

These hardware maintenance terms and conditions set forth the basis upon which Entrust Corporation or its affiliate company ("Entrust" or "Entrust Company") identified on the accompanying Sales Order form or Service Agreement ("Cover Sheet") agrees to provide you ("Customer") with maintenance services for the hardware listed on the Cover Sheet. These terms and conditions together with the Cover Sheet constitute our "Agreement."

1. **CONTRACTED MAINTENANCE SERVICES.** Entrust agrees to provide scheduled preventive maintenance service (if applicable) and on-call remedial maintenance service for the hardware listed on the Cover Sheet (the "Covered Products") as set forth in this Agreement (collectively, "Maintenance Service"). Entrust warrants that in providing Maintenance Service it will cause Covered Products to meet the manufacturer's operating specifications given reasonable wear and tear and product age and condition (hereinafter "Maintain"). Unless otherwise provided in the Cover Sheet, Maintenance Service will be provided by US Entrust Companies Monday through Friday, 8:00 am to 5:00 pm and by Canadian Entrust Companies 8:30 am to 4:30 pm, both excluding holidays observed by Entrust (hereinafter "Coverage Hours"). The holidays observed by Entrust are: New Year's Day, Presidents' Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, and Christmas Day. Holidays occurring on a Saturday or Sunday may be observed on the preceding Friday or following Monday, as determined by Entrust.

(a) **Scope**. Except as otherwise provided in the Cover Sheet, the contracted Maintenance Service includes all parts, labor and travel expenses necessary to Maintain the Covered Products but excludes software support, which may be available in a separate agreement with Entrust. Entrust reserves the right at its option to replace or repair any part which fails to perform its function under normal use. Entrust further reserves the right to use, at its option, new, rebuilt, or reconditioned parts or improved parts which are capable of performing functions similar to those of the replaced parts. In the event that parts required to Maintain Covered Products are no longer available, Entrust may terminate coverage for some or all of the affected Covered Products and will issue the Customer a prorated credit for any unused portion of the Term Charge.

(b) **Term Charge; Excess Use Charge**. In consideration of Entrust's provision of the Maintenance Service, Customer agrees to pay a "Term Charge" based upon the coverage hours and site location of Covered Products as set forth on the Cover Sheet in accordance with the GSA Schedule Pricelist. The Term Charge will include additional charges when the Covered Products site is greater than 50 miles from an Entrust Base City or when Customer has contracted for extended service outside of the standard Coverage Hours. Term Charges for certain Covered Products are based upon an assumed rate of card production ("Card Production Limits"). If set forth in the Cover Sheet, an excess use charge may be assessed if the actual rate of production for Covered Products exceeds the Card Production Limits at the end of the applicable use period. All charge fees shall be set forth in the GSA Schedule Pricelist and work shall require Customer's pre-approval prior to commencing extended services.

2. **EXCLUSIONS**. Except as otherwise provided in the Cover Sheet, the following are not covered in Maintenance Service and are subject to additional charges:

(a) **Overtime Charges and Travel Expenses**. All overtime charges and travel expenses of Entrust personnel for service activities not included in the Maintenance Service will be charged to Customer at the rates in Entrust's maintenance price list as indicated on the GSA Schedule Pricelist in effect at the time of occurrence and in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document. Any service activity started during the Coverage Hours and completed within one hour after such period will not be treated as overtime. Service activities completed after such one-hour period and service activities otherwise provided at Customer's request outside of the Coverage Hours will be deemed as overtime. A minimum charge of 1 hour will apply to any such service activities.

(b) **Consumables and Supplies**. Maintenance Service does not include consumable and supply items

such as, but not limited to, printheads, cleaning rollers and cards, ribbons, foils, forms, over laminates, cleaning cards, card affixing stickers, labels, toner and other supplies for use with the Covered Product, including supplies necessary for maintenance purposes. The Customer will be notified at time of repair if a new printhead is required. The replacement printhead will be invoiced at Entrust's current retail price.

(c) <u>Unauthorized Use or Service</u>. Maintenance Service does not include service or repair work caused by: the failure of Customer to observe any of the conditions in this Agreement; failure of Customer to use the Covered Product in accordance with the manufacturer's instructions; maintenance or attempted repairs or adjustments of the Covered Product by anyone other than Entrust authorized personnel; service, reconfiguration, or upgrading of any data communications interface occasioned by changes made to host computers or network transmission devices; tampering, misuse or abuse of the Covered Product; damage to the Covered Product due to causes within the Customer's control; force majeure; or use of supplies or consumable materials not supplied or approved by Entrust. Repairs, adjustments or parts replacement required due to any of the foregoing are not included in Maintenance Service and will be provided by Entrust at then-current pricing.

3. <u>TERM</u>. The term of this Agreement ("Term") is as shown on the Cover Sheet.

4. <u>PAYMENT; TAXES</u>.

(a) <u>Payment Terms; Billing Frequency</u>. Invoices are payable 30 days after receipt date of invoice. Invoices will be submitted as set forth in the Cover Sheet.

(b) <u>Taxes</u>.. Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

5. <u>PRODUCT RELOCATION</u>. Customer must notify Entrust in writing at least 60 days prior to the relocation of any Covered Products. Customer is solely responsible for all expenses, including insurance coverage, associated with moving and installation of the product to a new location. If the relocation causes Entrust to incur increased travel time or cost in providing Maintenance Services hereunder, Customer agrees to pay reasonable increased monthly maintenance charges. Customer shall only be liable for such travel expenses and costs in providing Maintenance as approved by Customer and funded under the applicable ordering document.

6. <u>ACCESS TO PRODUCT</u>. Customer must permit free and safe access to Covered Products and provide without charge to Entrust adequate storage space, working space and all necessary utilities for use by Entrust personnel.

7. <u>TERMINATION; SUSPENSION OF SERVICES</u>.. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Entrust shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

8. <u>DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY</u>. ENTRUST WARRANTS THAT THE MAINTENANCE SERVICE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE WARRANTIES EXPRESSLY STATED IN THIS SCHEDULE EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH HEREIN ENTRUST HEREBY DISCLAIMS ALL WARRANTIES REGARDING THE MAINTENANCE SERVICES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ENTRUST SHALL NOT BE LIABLE FOR LOSS OF USE OF ANY COVERED PRODUCT OR FOR ANY LOSS OR DAMAGE OCCASIONED BY SUCH LOSS OF USE RESULTING FROM THE PERFORMANCE OF SERVICES HEREUNDER. IN NO EVENT SHALL ENTRUST BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY

KIND HEREUNDER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INTERRUPTION OF BUSINESS, DAMAGE TO OR LOSS OF DATA, LOSS OF REVENUE OR PROFITS, DAMAGE TO REPUTATION), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ENTRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ENTRUST'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT EXCEED (A) FOR CLAIMS RELATING TO DAMAGE TO A COVERED PRODUCT, THE COST OF REPLACEMENT OF THE PRODUCT; OR (B) FOR ALL OTHER CLAIMS, THE ANNUAL TERM CHARGE APPLICABLE TO THE COVERED PRODUCT WITH WHICH THE CLAIM IS ASSOCIATED. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

9. INDEPENDENT CONTRACTOR; NON-SOLICITATION. Entrust is acting as an independent contractor in the performance of Maintenance Service and has sole supervision of and responsibility for its authorized maintenance personnel. Customer acknowledges that Entrust has specially trained personnel who perform Maintenance Service and agrees that during the Term of this Agreement and for a period of 1 year thereafter Customer will not solicit or otherwise attempt to employ any such Entrust employee for any similar purpose, provided that solicitations and subsequent hirings initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed solicitations in violation of this sentence.

10. CUSTOMER DATA. If applicable, prior to sending any equipment to Entrust Customer must totally delete all data from such equipment. Entrust is not liable for any loss of or to any data contained on equipment received from Customer. Customer agrees to fully indemnify and defend Entrust against any and all threats or claims arising from Customer's failure to delete all data from the equipment prior to shipment to Entrust.

11. MODIFICATION OF SERVICES OR CHARGES. Entrust reserves the right to modify the scope of services it provides under this Agreement and/or its charges therefor in the event Customer requires Entrust to change its policies, personnel or the manner in which its personnel perform services during the term of this Agreement

12. FORCE MAJEURE.   In accordance with GSAR Clause 552.212-4(f), Entrust is not liable for loss or delay resulting from any unforeseeable event beyond its reasonable control, including acts of God, fire, natural disaster, war or other hostilities or acts of terrorism.

13. GENERAL PROVISIONS. Entrust may assign this Agreement to a third party in accordance with FAR 42.1204 . Customer may not assign this Agreement without the prior written consent of Entrust. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect. The parties agree to re-negotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision. The failure of either party to enforce any term or condition of this Agreement does not constitute a waiver of that party's rights to enforce subsequent breaches of any term or condition under this Agreement. Any notices required to be given under this Agreement must be in writing and addressed to the parties at the addresses set forth in the Cover Sheet. Legal notices hereunder are effective when delivered personally or by recognized overnight courier service, signature required. If made by a United States Entrust Company, this Agreement is governed by and construed in accordance with the Federal laws of the United States. In the event that any matter is brought in a provincial, state or federal court each party waives any right that such party may have to a jury trial. This choice of law governs all claims arising out of or related to the Agreement, including tort claims.
This Agreement represents the only agreement between the parties concerning the subject matter hereof and supersedes all prior representations, understandings and agreements whether written or oral. Conflicting or additional terms contained in a purchase order or similar document issued by Customer do not amend the terms of this Agreement and are of no force or effect notwithstanding any statements to the contrary made in such document. This Agreement may not be altered, amended or modified except by formal

agreement in writing by the parties. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument. Any signature transmitted by facsimile, email scan or other electronic method has the same effect as an original signature.

ENTRUST CORPORATION
SOFTWARE MAINTENANCE TERMS AND CONDITIONS

These software maintenance terms and conditions set forth the basis upon which Entrust Corporation or its affiliate company ("Entrust" or "Entrust Company") identified on the accompanying Sales Order form or Service Agreement ("Cover Sheet") agrees to provide you ("Customer") with support services for the Standard Software or Custom Software listed on the Cover Sheet. These terms and conditions together with the Cover Sheet constitute our "Agreement."

1. **Support Term/Renewal.** Unless otherwise agreed, the term of this Agreement is for a period of one year and may be renewed for additional periods of one year each upon Customer's written acceptance of Entrust's renewal terms (the initial and renewal terms, if any, are the "Term").

2. **Software/Support Services.** The term "Standard Software" means Entrust software products that Entrust makes generally available to all customers as a standard product, including Updates and Upgrades (both defined below). The term "Custom Software" means a Entrust software product that is developed for a specific Customer, excluding Updates and Upgrades, and may include modifications of a Standard Software product. The term "Covered Software" refers to both or either Standard Software and Custom Software. During the Term of this Agreement, except as may be stated to the contrary on the Cover Sheet, Entrust will provide Customer with the following support services ("Support"):

(a) General Technical Support. Entrust will provide Customer with reasonable technical assistance as described below, such technical assistance to be provided via telephone, e-mail or facsimile: (i) Entrust will determine if the problems the Customer is encountering are attributable to errors in the Covered Software; (ii) Entrust will answer questions concerning installation of the Covered Software in the form originally delivered and installed, if applicable, by Entrust; and (iii) Entrust will seek to resolve Customer's problems that occur during normal usage of the Covered Software. Notwithstanding the foregoing, if Entrust determines in its sole discretion that Customer requires ongoing help with a particular problem that is not caused by errors in the Covered Software, Entrust may refer Customer to Entrust's professional services support group, for which an additional charge may apply.

(b) Remedying Software Errors. Entrust will use commercially reasonable efforts to remedy any programming error in the Covered Software that is attributable to Entrust and prevents the Covered Software from substantially conforming to its specifications. Such remedy may consist of correcting portions of the Covered Software or of communicating to Customer a workaround that gives Customer the ability to achieve substantially the same functionality as would be obtained without the programming error, as determined by Entrust.

(c) Contacting Entrust. To receive the Support under Section 2 (a) or (b) above, the Customer must contact Entrust by calling or faxing Entrust's Customer Support Center at the numbers stated on the Cover Sheet. Entrust's Customer Support Center is staffed 24 hours per day, 7 days per week, 365 days per year. The Customer Support Center will direct the Customer's call to the appropriate Entrust support personnel, depending upon Entrust's determination of the nature of the problem the Customer is experiencing with the Covered Software. Entrust will acknowledge requests for support within one business day of its receipt of Customer's request for support.

(d) Software Updates. During the Term of this Agreement, Entrust will make available to Customer for no additional fee one copy of any Updates to the Standard Software in object code, as the Updates become available for general release by Entrust. The term "Updates" means modifications, corrections, bug fixes, or additions to the Standard Software that are generally denoted by Entrust as a change to one or more numbers to the right of the decimal point in the version number of the Standard Software. The term "Updates" does not include any Upgrades.

(e) Software Upgrades. During the Term of this Agreement, Entrust will make available to Customer for no additional fee one copy of any Upgrades to the Standard Software in object code, as the Upgrades become available for general release by Entrust. The term "Upgrades" means modifications to Standard Software that generally include new features and/or significant enhancements to existing features, and which are generally denoted by Entrust as a change to one or more of the numbers to the left of the decimal point in the version number of the Standard Software. Software Upgrades do not include new product modules (a separate software product that offers new functionality) or edition upgrades (an upgrade to the next license level or next generation software product).

(f) For the avoidance of doubt, Entrust has no obligation to provide Customer with any Updates, Upgrades, or bug fixes to Custom Software under the terms of this Agreement.

3. Limitations to Support Services.

(a) Entrust's Support obligations are limited to certain versions of the Covered Software as follows: Standard Software support is limited to the then current version and any previous version released within the last 24 months; if the current version was released longer than 24 months ago, support will be continued until further notice. Custom Software support is limited to the version of Custom Software that was delivered to Customer.

(b) Support obligations hereunder do not extend to any third party off-the-shelf application that may have been provided to the Customer.

(c) Entrust has no obligation to correct errors that are due to (i) a breach by Customer of the terms of Customer's license for the Covered Software; (ii) computer equipment that has not been provided by Entrust; (iii) any modifications to the Covered Software made by Customer or a third party that have not been approved by Entrust; (iv) Customer's failure to install or use the Covered Software in accordance with its specifications or the documentation accompanying the Covered Software; or (v) the use of the Covered Software in combination with any third party software or hardware not authorized in advance by Entrust. In the event Entrust agrees to correct any errors not covered by this Agreement, and Customer's cognizant Contracting Officer agrees in writing, Customer must pay Entrust for all such pre-approved work at Entrust's then-current standard time and materials charges in accordance with the GSA Schedule Pricelist and upon then-current terms and conditions.

(d) Entrust has no obligation to support Customer in connection with errors that are reported with equipment or items other than the Covered Software itself.

(e) Entrust shall have no obligation hereunder to provide Customer with any repaired or replacement key or media for the Covered Software.

4. Customer's Responsibilities.

(a) Requests for support must describe the problem with the Covered Software in sufficient detail to enable Entrust to understand and duplicate or recreate the problem. Customer must provide such information as may be requested by Entrust when submitting a request for support, including but not limited to: (i) Covered Software installation address, Customer account number, equipment and serial number (as may be shown on the Cover Sheet), product registration number, license number or incident number, if applicable; (ii) name and version number of the Covered Software; (iii) exact wording of error messages; (iv) recital of steps taken by Customer before the problem occurred; and (v) a list of steps taken by Customer in attempting to resolve the problem. Entrust reserves the right to request such further information as Entrust deems necessary.

(b) Customer agrees to back up all data, files and information prior to the commencement of any Support and is responsible for any data, files and information lost or altered during the performance of such Support.

(c) Customer agrees to incorporate any and all Updates and Upgrades as soon as practicable and acknowledges that failure to incorporate such Updates and Upgrades may make subsequent Updates unusable.

(d) Customer must designate a named contact person per installation who will receive all corrections, Updates and Upgrades (if any), correspondence, and other communications concerning the Covered Software, and will notify Entrust in writing of any change in the contact person.

(e) Customer acknowledges that any Updates and Upgrades provided by Entrust are subject to the terms and conditions of the license agreement pursuant to which the Customer obtained the Covered Software and agrees to abide by those terms and conditions.

5. **Payment Terms.** Covered Software support fees are payable at the beginning of the Support term and along with any other fees or charges arising hereunder are due within 30 days of the date of Entrust's invoice.

6. **Taxes.** Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

7. **Termination; Suspension of Support.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract

Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Entrust shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. In the event of termination or expiration of this Agreement, all fees or charges then due or to become due based upon Support already rendered become immediately due and payable and Customer's obligation to pay such amounts survives the termination of this Agreement. Paragraphs 5, 6, 7, 8 and 11 survive the expiration or termination of this Agreement for any reason.

8. **Disclaimer of Warranties; Limitation of Liability.** ENTRUST WARRANTS THAT THE SUPPORT WILL BE PROVIDED SUBSTANTIALLY IN ACCORDANCE WITH THE WARRANTIES EXPRESSLY STATED IN THIS SCHEDULE. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING EXCEPT AS MAY BE OTHERWISE EXPRESSLY SET FORTH HEREIN ENTRUST HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT IS ENTRUST LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND HEREUNDER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INTERRUPTION OF BUSINESS, DAMAGE TO OR LOSS OF DATA, LOSS OF REVENUE OR PROFITS, DAMAGE TO REPUTATION), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ENTRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ENTRUST'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT EXCEED THE ANNUAL SUPPORT FEE PAID TO ENTRUST BY CUSTOMER FOR THE APPLICABLE COVERED SOFTWARE PRODUCT.

9. **Entrust Personnel.** Customer acknowledges that Entrust has specially trained personnel who perform Support hereunder and agrees that during the Term hereof and for a period of one year thereafter Customer will not solicit or otherwise attempt to employ any such Entrust employee for any similar purpose.

10. **Force Majeure.** In accordance with GSAR Clause 552.212-4(f), Entrust is not liable for loss or delay resulting from any unforeseeable event beyond its reasonable control, including acts of God, fire, natural disaster, war or other hostilities or acts of terrorism.

11. **General Provisions.** Entrust may assign this Agreement to a third party in accordance with the provisions set forth at FAR 42.1204. Customer may not assign this Agreement without the prior written consent of Entrust. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect. The parties agree to re-negotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision. The failure of either party to enforce any term or condition of this Agreement does not constitute a waiver of that party's rights to enforce subsequent breaches of any term or condition under this Agreement. Any notices required to be given under this Agreement must be in writing and addressed to the parties at the addresses set forth in the Cover Sheet. Legal notices hereunder shall be effective when delivered personally or by recognized overnight courier service, signature required. If made by a United States Entrust Company, this Agreement is governed by and construed in accordance with the Federal laws of the United States. In the event that any matter is brought in a provincial, state or federal court each party waives any right that such party may have to a jury trial. Th Federal laws of the United States govern all claims arising out of or related to this Agreement, including tort claims.

This Agreement represents the only agreement between the parties concerning the subject matter hereof and supersedes all prior representations, understandings and agreements whether written or oral. Conflicting or additional terms contained in a purchase order or similar document issued by Customer do not amend the terms of this Agreement and are of no force or effect notwithstanding any statements to the contrary made in such document. This Agreement may not be altered, amended or modified except by formal agreement in writing by the parties. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument. Any signature transmitted by facsimile, email scan or other electronic method has the same effect as an original signature.

ENTRUST ACTING AS CONTROLLER – GLOBAL DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") forms part of the written or electronic agreement(s) (individually and collectively the "**Agreement**") between Entrust (as defined below) and its partner ("**Partner**") to reflect the parties' agreement with regard to Partner's Processing of Personal Data on behalf of Entrust. The terms used in this DPA shall have the meanings set forth in this DPA. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified in the DPA, the terms of the Agreement shall remain in full force and effect.

1.   EFFECTIVENESS

1.1.   This DPA shall be effective for the duration of the Agreement (or longer to the extent required by applicable law).

1.2.   The parties agree that this DPA shall replace any existing DPA or other contractual provisions pertaining to the subject matter contained herein that the parties may have previously entered into.

2.   DEFINITIONS

"**Controller**" is synonymous with "personally identifiable information controller" as such terms are defined in the Data Protection Laws and in ISO 27701 and refers to the entity that determines the purpose and means of Processing Personal Data.

"**Customer**" means an existing potential customer of Entrust.

"**Data Protection Laws**" refers to all applicable data protection and data privacy laws and regulations, including, but not limited to, the EU General Data Protection Regulation (GDPR), UK General Data Protection Regulation (UK GDPR), Canada's Personal Information Protection and Electronic Documents Act (PIPEDA), the California Consumer Privacy Act, the Colorado Privacy Act (CPA), the Virginia Consumer Data Protection Act (VCDPA), the Utah Consumer Privacy Act (UCPA), and the Connecticut Data Privacy Act (CTDPA) (in each case, as may be amended, superseded, or replaced).

"**Data Subject**" is synonymous with "personally identifiable information principal" as such terms are defined in the Data Protection Laws and in ISO 27701 and refers to the identified or identifiable person or household to whom Personal Data relates.

"**Entrust**" means the Entrust Corporation entity that is a party to the Agreement.

"**Personal Data**" shall have the meaning ascribed to "personally identifiable information," "personal information," "personal data" or equivalent terms as such terms are defined in the Data Protection Laws and in ISO 27701 that Partner is processing on behalf of Entrust in the course of providing the Services under the Agreement.

"**Personal Data Incident**" shall have the meaning assigned in the Data Protection Laws to the term "personal data breach" or an analogous term and refers to any situation in which Partner becomes aware that Entrust's Personal Data has been or is likely to have been accessed, disclosed, altered, lost, destroyed or used by unauthorized persons, in an unauthorized or unlawful manner.

"**Processing**" means any operation or set of operations that is performed on Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Processor**" is synonymous with "personally identifiable information processor" as defined in ISO 27701 and refers to the entity that Processes Personal Data on behalf of the Controller.

"**Standard Contractual Clauses (SCCs)**" means, in respect of Personal Data processed by Partner on behalf of the Entrust in:

(a)   the EEA and/or processing EEA Personal Data, the unchanged, EU Commission-approved version of the standard contractual clauses in Commission Decision 2021/914/EU (as set out in Schedule 2 below) ("the EU SCCs");

(b)   the UK and/or processing UK Personal Data, the EU Commission-approved version of the standard contractual clauses in Commission Decision 2021/914/EU as amended by the UK GDPR Addendum to Entrust's Customer DPA ("UK Customer Addendum") as located at https://www.entrust.com/legal-compliance/data-privacy/sccs;

(c)   Switzerland and/or processing Swiss Personal Data, a version of the clauses referenced in (a) above that is deemed to be modified as follows:

1)   In these Clauses, the term EU Member State or Member State also includes Switzerland and the other EFTA States

2) The transfer of personal data shall – to the extent legally permitted – be governed by the provisions of the General Data Protection Regulation. The provisions of the Federal Act on Data Protection (as currently in force in the version of 19 June 1992 respectively as replaced by the version of 25 September 2020 later on) are additionally applicable on a subsidiary basis, in which case references to provisions of the General Data Protection Regulation shall be understood to be referring to the equivalent provisions of the Federal Act on Data Protection as in force from time to time, mutatis mutandis.

3) The Federal Data Protection and Information Commissioner is the competent supervisory authority with regard to the transfer of personal data out of Switzerland.

Until the new Federal Act on Data Protection of 25 September 2020 enters into force, and provided that the processing of personal data is governed by the Federal Act on Data Protection, the term 'personal data' also includes the data of legal entities. China and/or processing Chinese Personal Data, the Measures on the Standard Contract for the Cross-border Transfer of Personal Information and the accompanying Personal Information Export Standard Contract as located at https://www.entrust.com/legal-compliance/data-privacy/sccs.

"**Sub-processor**" means any entity appointed by the Processor to Process Personal Data on behalf of the Controller.

3.   DATA PROTECTION OBLIGATIONS

3.1.   **Roles of the Parties.** Subject to the paragraph below in this section 3.1, the parties acknowledge and agree that regarding the Processing of Personal Data under the Agreement, Entrust is the Controller and Partner is the Processor.

3.2.   **Partner's Processing of Personal Data.** Partner shall treat Personal Data as confidential and shall only Process Personal Data on behalf of and in accordance with Entrust's instructions and for the following purposes: (i) Processing for the specific purpose of performing the Services specified in the Agreement of as otherwise required by law; and (ii) Processing to comply with other documented reasonable instructions provided by Entrust where such instructions are consistent with the terms of the Agreement.

Partner shall immediately inform Entrust if, in Partner's opinion, an instruction is in violation of the Data Protection Laws. Additionally, Partner shall inform Entrust if Partner determines that it can no longer meet its obligations under the Data Protection Laws. For the avoidance of doubt, Partner will not: (i) collect, retain, use, sell, or otherwise disclose Personal Data for any purpose other than for the specific purpose of performing the Services or as otherwise required by law; or (ii) combine Personal Data received from or on behalf of the Entrust, with Personal Data Partner receives from or on behalf of another person or persons, or collects from its own interaction with the Data Subject, unless doing so is permitted by the Data Protection Laws.

3.3.   **Details of the Processing.** The subject matter of Processing Personal Data by Partner is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data Processed and the categories of Data Subjects for whom Personal Data is Processed are set forth in Schedule 1.

3.4.   **Authorized Personnel.** Partner shall grant access to the Personal Data undergoing Processing to authorized personnel only to the extent strictly necessary for implementing, managing and monitoring of the Agreement. Partner shall also ensure only authorized personnel who have undergone appropriate training in the protection and handling of Personal Data, and are bound in writing to respect the confidentiality of Personal Data, have access to Personal Data.

3.5.   **Security Controls.** Partner shall implement appropriate technical and organizational measures to maintain the security, confidentiality and integrity of Personal Data, including measures designed to protect against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data. Partner shall adhere, at a minimum, to the technical and organizational measures set forth in Entrust's Partner Information Security Addendum located at https://www.entrust.com/legal-compliance/security.

3.6.   **Sensitive Data.** If the Processing involves Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health

or a person's sex life or sexual orientation, or data relating to criminal convictions and offences ("sensitive data"), Partner shall apply specific restrictions and/or additional safeguards.

3.7. **Government Requests.** Partner shall provide commercially reasonable cooperation to assist Entrust in its response to any legally enforceable requests from data protection authorities or other law enforcement authorities relating to the Processing of Personal Data under the Agreement and this DPA. In the event that any such request is made directly to Partner, Partner shall not respond to such communication directly without Entrust's prior authorization, unless legally compelled to do so. If Partner is required to respond to such a request, Partner shall promptly notify Entrust and provide it with a copy of the request unless legally prohibited from doing so. Partner shall also provide the minimum necessary to comply with the request.

3.8. **Data Subject Requests.** Partner shall promptly notify Entrust of any requests from Data Subjects seeking to exercise their rights under the Data Protection Laws and, taking into account the nature of the Processing, assist Entrust by implementing appropriate technical and organizational measures, insofar as this is possible, to assist with Entrust's obligation to respond to such requests. To the extent that Personal Data is not accessible to Entrust in its use of the Services, Partner shall, where legally permitted and upon Entrust's request, provide commercially reasonable efforts to assist Entrust in responding to such requests if responses to such requests are required by the Data Protection Laws. Partner shall not respond the request itself, unless authorized to do so by Entrust.

3.9. **Data Protection Impact Assessment.** Partner shall, upon Entrust's written request and taking into account the nature of Processing and information available, provide reasonable assistance to Entrust in connection with its obligations to perform a data protection impact assessment under Article 35 of the GDPR or equivalent provisions under the Data Protection Laws.

3.10. **Transfer Risk Assessments.** Partner has no reason to believe that the third country laws in the destination applicable to the processing by Partner, including any requirements to disclose Personal Data or measures authorizing access by public authorities, prevent Partner from complying with this DPA. Partner will make best efforts to provide Entrust with relevant information and cooperate with Entrust in performing any Transfer Risk Assessment required to ensure compliance with this DPA, including the EU Standard Contractual Clauses attached to this DPA.

3.11. **Return or Deletion of Personal Data.** Following termination of the Agreement, Partner shall, at the choice of Entrust, delete all Personal Data Processed on behalf of Entrust and certify to Entrust that it has done so, or, return all Personal Data to Entrust and delete existing copies unless applicable law requires storage of the Personal Data. Until the Personal Data is deleted or returned, Partner shall continue to ensure compliance with this DPA.

4. **SUB-PROCESSORS**

4.1. **Appointment of Sub-processors.** Entrust acknowledges and agrees that Partner may engage Sub-processors in connection with provision of the Services. The current list of Sub-processors for the Services is available at https://www.entrust.com/legal-compliance/data-privacy/sub-processors. Partner has Entrust's general authorization for the engagement of sub-processors from this list. The Sub-processor list includes the identities of all Sub-processors, their country of location, and the nature and duration of the Processing.

4.2. **Sub-processor Agreements.** Partner shall enter into a written agreement with any engaged Sub-processor that contains data protection obligations no less protective than those contained in this DPA. At Entrust's request, Partner shall provide a copy of such Sub-processor agreement and any subsequent amendments to Entrust. To the extent necessary to protect business secrets or other confidential information, including Personal Data, Partner may redact the text of the agreement prior to sharing the copy. Partner will notify Entrust of any failure by the Sub-processor to fulfil its contractual obligations. Partner shall also agree to a third party beneficiary clause with the Sub-processor whereby, in the event Partner has factually disappeared, ceased to exist in law or has become insolvent, Entrust shall have the right to terminate the Sub-processor contract and to instruct the Sub-processor to erase or return the Personal Data for which Entrust is the Data Controller.

4.3. **Notification of New Sub-processors.** Partner will notify Entrust in writing of any changes to this list of Sub-processors at least thirty (30) days in advance.

4.4. **Objection to New Sub-processors.** Entrust may object to Partner's use of a new Sub-processor by notifying Partner in writing within ten (10) business days after receipt of Partner's communication advising of the new Sub-processor. In the event Entrust reasonably objects to the use of a new Sub-processor, Partner will use reasonable efforts to address Entrust's objections. If Partner is unable to make available such change within a reasonable period, which shall not exceed ninety (90) days, Entrust may, in its full discretion, terminate the applicable Agreement in full or with respect only to those Services which cannot be provided by Partner without the use of the objected-to new Sub-processor by providing written notice to Partner. Partner will refund Entrust any prepaid fees covering the remainder of the term of such Agreement following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Entrust.

4.5. **Liability.** Partner shall be liable for the acts and omissions of its Sub-processors to the same extent Partner would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

4.6. **Third-Party Beneficiary.** Partner shall agree to a third-party beneficiary clause with the sub-processor whereby, in the event Partner has factually disappeared, ceased to exist in law or become insolvent, Entrust shall have the right to instruct the Sub-processor to erase the Personal Data.

5. PERSONAL DATA INCIDENTS

5.1. Partner shall notify Entrust without undue delay (and in any event within forty-eight (48) hours) after becoming aware of a Personal Data Incident. Partner shall identify:

(i) the cause of the Personal Data Incident, (ii) the nature of the Personal Data including where possible, the categories and approximate number of Data Subject concerned and the categories and approximate number of Personal Data records concerned, (iii) the likely consequences of the Personal Data Incident, (iv) the measures taken or proposed to be taken by Partner to address the Personal Data Incident, including, where appropriate, measures to mitigate its possible adverse effects and (v) the details of a contact point where more information concerning the Personal Data Incident can be obtained. Where, and insofar as, it is not possible to provide all this information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

5.2. **Notifications.** Partner shall cooperate and assist Entrust with any obligations to notify data protection authorities or affected data subjects under Data Protection Laws considering the nature of the Processing and the information available to Partner.

6. INTERNATIONAL DATA TRANSFERS

6.1. **Personal Data Transfers.** Entrust agrees to allow transfer of Personal Data outside the country from which it was originally collected provided that such transfer is required in connection with the provision of Services under the Agreement and such transfers take place in accordance with the Data Protection Laws, including, without limitation, completing any prior transfer risk assessments and incorporation of a valid transfer mechanism, such as SCCs, as required by the Data Protection Laws.

6.2. **European Specific Provisions**. Where Personal Data collected in the UK or European Economic Area is transferred to a country outside of the European Economic Area and without an adequacy finding under Article 45 of the GDPR, whether the transfer is between Entrust and Partner or Partner and a third-party, at least one of the transfer mechanisms listed below shall apply:

6.2.1. **Binding Corporate Rules.** To the extent Partner has adopted Binding Corporate Rules, it shall maintain such rules and promptly notify Entrust in the event that the rules are no longer a valid transfer mechanism between Partner and Entrust.

6.2.2. **Standard Contractual Clauses**. The EU Standard Contractual Clauses pursuant to 2010/87/EU (the European Commission's decision 5 February 2010 and subsequently amended on June 27, 2021 (the "EU Standard Contractual Clauses"). The EU Standard Contractual Clauses (Schedule 2) are hereby incorporated in their entirety into this DPA and, to the extent applicable, Partner shall ensure that its Sub-processors comply with the obligations of a data importer (as defined in the EU Standard Contractual Clauses). To the extent there is any conflict between this DPA and the EU Standard Contractual Clauses, the terms of the EU Standard Contractual Clauses shall

prevail.

7. CERTIFICATIONS AND AUDITS

7.1. Upon written request by Entrust, Partner, to the extent that it is acting as a Data Processor to Entrust, shall make available to Entrust all information necessary to demonstrate compliance with the obligations set forth under Data Protection Laws, provided that Partner shall have no obligation to provide commercially confidential information. On no more than an annual basis (unless there are indications of non-compliance), Partner shall, to the extent that it is acting as a Data Processor to Entrust, following a request by Entrust and at Entrust's expense, further allow for and contribute to audits and inspections by Entrust or its authorized third-party auditor. The scope, timing, cost and duration of any such audits, including conditions of confidentiality, shall be mutually agreed upon by Partner and Entrust prior to initiation. Such agreement will not be unreasonably withheld or delayed by Partner. Entrust shall promptly notify Partner with information regarding non-compliance discovered during the course of an audit, and Partner shall use commercially reasonable efforts to address any confirmed non-compliance.

8. NON-COMPLIANCE AND TERMINATION

8.1. **Non-compliance.** In the event that Partner is in breach of its obligations under this DPA, Entrust may instruct Partner to suspend the Processing of Personal data until Partner complies with this DPA or the contract is terminated. Partner shall promptly inform Entrust in case it is unable to comply with this DPA, for whatever reason.

8.2. **Termination.**

8.2.1. **Termination by Entrust.** Entrust shall be entitled to terminate the Agreement insofar as it concerns Processing of Personal Data in accordance with this DPA if: (i) the processing of Personal Data by Partner has been suspended by Entrust pursuant to 9.1 and if compliance with this DPA is not restored within a reasonable time and in any event within one month following suspension; (ii) Partner is in substantial or persistent breach of this DPA or Partner's obligations under the Data Protection Laws, (iii) Partner fails to comply with a binding decision of a competent court or the competent supervisory authority regarding its obligations pursuant to this DPA or the Data Protection Laws.

8.2.2. **Termination by Partner.** Partner shall be entitled to terminate the Agreement insofar as it concerns Processing of Personal Data under this DPA where, after having informed Entrust that its instructions infringe applicable legal requirements under Data Protection Laws, Entrust insists on compliance with the instructions.

9. NOTICE

9.1. Any notice required by Partner to Entrust under this Addendum shall be sent to privacy@entrust.com.

List of Schedules

Schedule 1: Details of Personal Data Processing
Schedule 2: EU Standard Contractual Clauses

SCHEDULE 1 – DETAILS OF PERSONAL DATA PROCESSING

Nature and Purpose of Processing

Partner will Process Personal Data as necessary to perform pursuant to the terms of the Agreement, and as further instructed by Entrust.

Duration of Processing

Partner will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing or required by applicable law.

Categories of Data Subjects

Entrust may submit Personal Data to Partner, the extent of which is determined and controlled by Entrust in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects or leads (potential customers)
- Customers
- Customers' employees, clients, agents and subcontractors
- Customer's end users authorized by Customer to use Entrust products, services or solutions

Categories of Personal Data

Entrust may submit Personal Data to Partner, the extent of which is determined and controlled by Entrust in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- Business contact details of current or prospective Customers (name, title/position, address, telephone number, fax number, email address, location)

SCHEDULE 2 – EU STANDARD CONTRACTUAL CLAUSES (Controller to Processor) SECTION I –

INITIAL PROVISIONS

Clause 1

Purpose and scope

a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)[1] for the transfer of personal data to a third country.

b) The Parties:

    i.   the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter "entity/ies") transferring the personal data, as listed in Annex I.A.(hereinafter each "data exporter"), and

    ii.   the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each "data importer") have agreed to these standard contractual clauses (hereinafter: "Clauses").

c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not

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[1] Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
   i. Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
   ii. Clause 8.1(b), 8.9(a), (c), (d) and (e);
   iii. Clause 9(a), (c), (d) and (e);
   iv. Clause 12(a) and (d) and (f);
   v. Clause 13;
   vi. Clause 15.1(c), (d) and (e);
   vii. Clause 16(e);
   viii. Clause 18(a) and (b);
b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 – Not used

Docking Clause

SECTION II – OBLIGATION OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union[2] (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

    i.   the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;

ii. the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;

iii. the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or

iv. the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.

b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.

c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.

d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

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[2] The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

a) GENERAL WRITTEN AUTHORISATION The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least thirty (30) days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects.[3] The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this

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[3] This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
   i. lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
   ii. refer the dispute to the competent courts within the meaning of Clause 18.

d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

   i.   the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

ii. the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards[4];

iii. any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

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[4] As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

15.1 Notification

a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

    i. receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

    ii. becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimization

a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
   i. the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
   ii. the data importer is in substantial or persistent breach of these Clauses; or
   iii. the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be

governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.

Clause 18

Choice of forum and jurisdiction

a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
b) The Parties agree that those shall be the courts of Ireland.
c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
d) The Parties agree to submit themselves to the jurisdiction of such courts.

ANNEX I TO THE STANDARD CONTRACTUAL CLAUSES

A. List of Parties

Data exporter

The data exporter is Entrust.

Data importer

The data importer is the legal entity (Partner) that has executed this DPA and as a result has accepted the Clauses as a data importer.

B. Description of Transfer Data subjects

The personal data transferred concern the following categories of data subjects:

- See Schedule 1

Categories of data

The personal data transferred concern the following categories of data:

- See Schedule 1

Frequency of the transfer

The personal data will be transferred on a continuous basis.

Nature and purpose of the processing

The personal data transferred will be subject to the following basic processing activities:

- Performance of the Agreement

Retention period

The personal data will be retained for the duration of the Agreement or longer if required by law.

Sub-processor transfers

To the extent that Partner intends to use Sub-processors, it will seek prior approval from Entrust as specified in this DPA. Entrust will supply that approved list upon request to privacy@entrust.com.

C. Competent Supervisory Authority

The supervisory authority of Ireland with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.

ANNEX II TO THE STANDARD CONTRACTUAL CLAUSES

Partner shall adhere to Entrust's Vendor Security Addendum as setforth at https://www.entrust.com/legal-compliance/security