END USER LICENSE AGREEMENT FOR IDENTITY ESSENTIALS SOFTWARE ("Agreement")

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING THE SOFTWARE (AS DEFINED HEREIN). THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN CUSTOMER AND ENTRUST (AS SUCH TERMS ARE DEFINED HEREIN). THIS SOFTWARE IS PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. IF CUSTOMER OBTAINED THIS SOFTWARE IN THE UNITED STATES, "ENTRUST" MEANS ENTRUST, INC. IF CUSTOMER OBTAINED THIS SOFTWARE OUTSIDE OF THE UNITED STATES, "ENTRUST" MEANS ENTRUST DENMARK A/S. IF CUSTOMER DOES NOT ACCEPT THESE TERMS AND CONDITIONS, CUSTOMER MAY NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE. IF CUSTOMER DOWNLOADS, INSTALLS, OR USES THE SOFTWARE, CUSTOMER ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IF YOU ARE AN AGENT OR EMPLOYEE OF CUSTOMER, YOU REPRESENT AND WARRANT THAT (I) YOU ARE DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON CUSTOMER'S BEHALF AND TO BIND CUSTOMER, AND (II) CUSTOMER HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. DEFINITIONS

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

(b) **"Ancillary Software"** means third party software or services that may be embedded in or delivered with the Software.

(c) **"Authentication Client"** means one of the following Software components responsible for authentication for a specific type of client (as further described in the Documentation): Citrix Web Interface Protection, RADIUS Protection, AD FS Protection, IIS Website Protection, Windows Logon Protection, or Secure Device Provisioning.

(d) **"Cloud Setup"** has the meaning set out in Section 2(g).

(e) **"Component"** means one or more of the following Software components (as further described in the Documentation): Database Service, Web Administration Interface, Self-service Website, Transmitter Service, Authentication Backend Service, PowerShell Support.

(f) **"Computer"** means a single physical hardware system with an internal storage device capable of running the Software (e.g., a single personal computer, workstation, terminal, hand held computer, pager, telephone, personal digital assistant, server or other single electronic device).

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

(h) **"Customer"** means the company (or other legal entity) that has agreed to the terms and conditions of this Agreement.

(i) **"Customer Subscription License Program"** means the program under which Customer can purchase licenses for the Software for its own internal business purposes on a subscription basis for the Customer Subscription Period.

(j) **"Customer Subscription Period"** has the meaning set out in Section 2(e) b.

(k) **"Database Service Component"** means the service responsible for storing the Software user data and configuration data.

(l) **"Direct Support Services"** means the support services for the Software, provided directly by Entrust to Customer and either included as part of Customer's selected license program, or otherwise subject to additional fees. Direct Support Services are further described in the Documentation, and expressly exclude Indirect Support Services which are provided by Resellers.

(m) **"Dispatch License"** means the license required for each modem, email connector or dispatch connector created in the Database Service Component, as further detailed in the Documentation.

(n) **"Documentation"** means guides, instructions, support materials, reference materials and other materials provided or otherwise made available to Customer by Entrust in connection with the Offerings, which Entrust may amend from time to time.

(o) **"DPA"** means the then current data processing addendum available at https://www.entrust.com/-/media/documentation/licensingandagreements/data-processor-addendum.pdf.

(p) **"Entrust"** means, if Customer obtained the Software in the United States, "Entrust, Inc.", and if Customer obtained the Software outside the United States, "Entrust Denmark A/S.

(q) **"Entrust Group"** has the meaning set out in Section 5.

(r) **"Hybrid Setup"** means Customer's on-premise installation of the Components and Authentication Clients, and configuration of the Database Service Component and Authentication Backend Service Component to communicate with Identity as a Service.

(s) **"Indirect Support Services"** means the support services for the Software that Customer may purchase and receive directly from a Reseller authorized by Entrust (or an Entrust authorized distributor). Indirect Support Services are not covered by this Agreement.

(t) **"Identity as a Service"** means Entrust's Identity as a Service cloud-based platform for which access and use is provided pursuant to the Entrust Identity as a Service Terms of Service.

(u) "**Identity as a Service Terms of Service**" means the Identity as a Service terms and conditions located at https://www.entrust.com/legal-compliance/terms-conditions.

(v) **"License Key"** means a unique set of numbers, characters and/or symbols issued by Entrust and sent to Customer in the license email to enable Customer to unlock the Software during installation.

(w) **"MFA CAL"** means the client access license that must be assigned to a User authorized to access a system that has been protected by the Software and must only be utilized within a single instance of the Database Service Component.

(x) **"Offerings"** means, collectively or individually, as applicable, the Software, Direct Support Services and/or, Software Assurance Services provided by Entrust to Customer under this Agreement.

(y) **"On-premise Setup"** means Customer's on-premise installation of the Components and Authentication Clients, without configuration of the Database Service Component and Authentication Backend Service Component to communicate with Identity as a Service.

(z) **"Open License Program"** means the particular Service Provider License Program as further described in the Documentation under which Service Provider can purchase licenses for the Software on a per user, per calendar month subscription basis.

(aa)**"Password Reset CAL"** means the client access license that must be assigned to an individual user allowed to access the optional Identity Essentials password reset component and which may only be utilized within a single instance of the Database Service Component.

(bb)**"Perpetual License Program"** means the program under which a Customer can purchase licenses for the Software for its internal business usage on a perpetual basis.

(cc)**"Personal Data"** has the meaning set forth in the DPA.

(dd)"**Reseller**" means a legal entity that has entered into a valid agreement with Entrust or Entrust's authorized distributors to resell to Customer the Software licenses and, if applicable, Software Assurance Services and Direct Support Services. Reseller may also be authorized to provide Indirect Support Services.

(ee)**"Service Provider"** means a Customer that is a hosting provider or service provider that offers hosting infrastructure and/or business applications to its Tenants (and their respective Users) and meets the requirements of the Service Provider License Program and, as applicable, the requirements of the Open License Program.

(ff) **"Service Provider License Period"** has the meaning set out in Section 2(e) c. and d., as applicable.

(gg)**"Service Provider License Program"** means the program under which a Service Provider can purchase licenses for the Software during the Service Provider License Period for the purpose of providing an authentication service and/or password reset service to its Tenants and their Users.

(hh)**"Identity Essentials App"** means an application available for iOS and Android devices that enables such devices to receive messages sent by the Software and that is downloaded, installed and used by Users on their mobile devices. Such application is subject to a separate end user license agreement to be entered into by the User downloading, installing and using the application.

(ii) "**Software**" means Entrust's Identity Essentials computer software product in machine-readable object code form (excluding any Ancillary Software), including, without limitation, the Components, the Authentication Clients, and any Updates and/or Upgrades to which Customer is entitled.

(jj) **"Software Assurance Services"** means the services available to Customer under the Perpetual License Program for optional purchase as further detailed in Section 2(l).

(kk)**"Starter Pack"** means a collection of types of licenses (e.g., MFA CALs, Password Reset CALs and Dispatch Licenses) that are bundled into a commercial package.

(ll) **"Tenant"** means any Service Provider customer or client that has entered into a Tenant Agreement (as such term is defined in Section 2(e) e. vi.) through which such customer or client has accepted the terms and conditions of this Agreement.

(mm)　　　　**"Trial Software"** means Software licensed to Customer for purposes of internal evaluation only for the Trial Period subject to the terms and conditions of this Agreement.

(nn)**"Trial Period"** means the term as specified in the license email sent to Customer, or, if not specified, thirty (30) days.

(oo)**"Upgrade Entitlement"** a right for a Customer to get access to Updates (as defined below) and/or Upgrades (as defined below).

(pp)**"Update"** means minor new software product functionality or code that incorporates all previous fixes and service packs (if any exist) since the last Update of the Software and made generally available by Entrust. An Update is tied to the preceding version and is typically designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.

(qq)**"Upgrade"** means major changes in software product functionality or code that incorporates the previous release (if one has occurred), fixes and service packs (if they have occurred) and made generally available by Entrust. An Upgrade is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

(rr) **"User"** means any individual end user who is authenticated by Customer or a Tenant (if Customer is a Service Provider) using the Software.

2. SOFTWARE LICENSE

(a) **Grant of License**. Subject to the terms and conditions stated in this Agreement, Entrust grants Customer a limited, non-exclusive, non-transferable license to install and use the Software (On-premise Setup and Hybrid Setup only), subject to the following limitations:

a. Use of the Software is limited to the quantity of Dispatch Licenses, MFA CALs and Password Reset CALs purchased by Customer under this Agreement as stated in the license email that Customer receives following the purchase of a Software license;
b. Use of the Software is limited to the features and functionalities that Customer is licensed to use and/or purpose for which the Software is designed as described in the applicable Documentation;
c. Except for perpetual licenses (granted under the Perpetual License Program), all licenses are limited in time as defined by the applicable license program (see Section 2(f));
d. Customer shall only use the License Key in conjunction with the copy of Software for which it was delivered, and Customer cannot copy or alter the License Key;
e. Customer must comply with any and all technical limitations in the Software that only allow Customer to use Software in specific ways;
f. Subject to any license program-specific exceptions expressly set out in Section 2(e), irrespective of the number of MFA CALs or Password Reset CALs granted by Entrust, the license to the Software only covers the installation of the Database Service Component on a single Computer, and only for Customer's internal business use, and Customer is not allowed to have more than one installation of the Database Service Component running at any point of time. If the Database Service Component is relocated to a different Computer, Customer must remove the Database Service Component from the former Computer;
g. Customer is required to comply with any license program requirements set forth in the applicable

Documentation or otherwise made available to Customer by Entrust;
h. Customer is solely responsible for determining whether the Software is sufficient for its purposes, including but not limited to whether the Software satisfies Customer's legal and/or regulatory requirements (or those of its Tenants or Users);
i. Customer is responsible and liable for the configuration of the Software to meet its own (and its Tenants' and/or Users') requirements;
j. Entrust's relationship is with Customer and not its Tenants (if Customer is a Service Provider) and/or Users. Customer acknowledges and agrees that it shall be responsible for coordinating all communication with Entrust under this Agreement, and that Entrust shall direct any requests or other communications by Tenants or Users to Customer; and
k. Customer is allowed to make a backup copy of the Software. Customer may use such copy only to reinstall the Software.

(b) **Restrictions**. Except as otherwise expressly permitted in this Agreement, Customer shall not:

a. Work around any technical limitations in the Software;
b. Reverse engineer, translate, decompile or disassemble the Software or in any other manner decode the Software except to the extent that the foregoing restriction is expressly prohibited by applicable law notwithstanding a contractual obligation to the contrary;
c. Create a subset, superset or other derivative of the Software or any portion thereof;
d. Make more copies of the Software than expressly specified in this Agreement;
e. Host, time-share, sell, publish, rent, lease, lend, distribute, license, sublicense, transfer, assign, encumber, grant a security interest in, or otherwise transfer the Software;
f. Use nor have the right to use the Software as a service bureau or as any other hosted service for or on behalf of any third party;
g. Make the Software available for use by third parties, unless Customer is a Service Provider enrolled under the Service Provider License Program (and in that case subject to the restrictions set out in this Agreement with respect to such license program);
h. Make any modifications, adaptations or changes to the Software without the express written permission of Entrust; and
i. Remove, modify or alter any of Entrust's copyright, trademark or proprietary rights notices from any part of the Software (including notices on physical media).

The restrictions on Customer with respect to the Software as set forth in this Section 2(b) c., d., g., h., and i. above also apply to the Documentation.

(c) **Documentation**. Customer is also granted the right to use for internal business use and to make a reasonable number of copies of any Documentation made available to Customer by Entrust (a) for the purpose of using, installing, and troubleshooting the Software during the term of the Software license, (b) for the purpose of complying with the terms and conditions of this Agreement, or (c) for the purpose of using the

Direct Support Services or Software Assurance Services during the term of such Direct Support Services or Software Assurance Services, as applicable.

(d) **License Types**. There are three different types of licenses available for the Software (On-premise Setup and Hybrid Setup only) as further described in the applicable Documentation. They are as follows:

a. Dispatch Licenses;
b. MFA CALs; and
c. Password Reset CALs.

Customer may have a mandatory minimum number of such licenses it must purchase for the Software, and additional specific license-type requirements and entitlements may apply depending on Customer's choice of license program, and as set out in the applicable Documentation. For example, for some license programs it is mandatory for Customer to purchase a Starter Pack initially.

A single **default dispatch connector** is automatically created by the system and is licensed hereunder for use for sending messages via a specific cloud service to the Identity Essentials App. Additionally, for Customers on a Customer Subscription License Program such default dispatch connector can be used to send SMS and voice call messages (ten (10) SMSs per user per month (unless other amount agreed to in writing by Entrust) at no charge – related to Software). This default dispatch connector does not require a Dispatch License.

(e) **License Programs**. There are a number of license programs available for the Software (On-premise Setup and Hybrid Setup only), as follows:

a. **Perpetual License Program**. A Customer under the Perpetual License Program is granted a perpetual license to the Software (subject to the termination provisions in this Agreement). Customer is not eligible to receive (i) the Upgrade Entitlement or Direct Support Services, (ii) access to the Identity Essentials App for its Users, or (iii) access to the geofencing functionality of the Software, unless Customer has purchased these separately under the Software Assurance Services.
b. **Customer Subscription License Program**. A Customer under the Customer Subscription License Program is granted a subscription-based license for the Software for the Customer Subscription Period (which means the term for which Customer has purchased licenses under the Customer Subscription License Program as specified in the license email sent to Customer). If Customer elects to renew its subscription, the Customer Subscription Period will be extended to include the term of the renewal, subject to Customer paying the applicable renewal fees within the prescribed period. It is Customer's responsibility to renew its subscription prior to expiration to avoid downtime of the Software. During the Customer Subscription Period, Customer possesses the Upgrade Entitlement and is eligible for Direct Support Services in accordance with the applicable Documentation.
c. **Service Provider License Program (excl.. Open License Program)**. A Service Provider under the Service Provider License Program is granted a subscription-based license for the Service Provider License Period (which means the length of time for which Service Provider has purchased licenses for the Software as specified in the license email sent to Service Provider). If Service Provider elects to renew its subscription, the Service Provider License Period will be extended to include the term of the renewal, subject to Service Provider paying the applicable renewal fees within the prescribed period. It is the Service Provider's responsibility to renew its subscription prior to expiration to avoid downtime of the Software. During the Service Provider License Period, Service Provider possesses the Upgrade Entitlement and is eligible for Direct Support Services in accordance with the applicable Documentation.
d. **Service Provider Under Open License Program**. A Service Provider under the Open License Program is granted a subscription-based license for the Service Provider License Period (which means a one (1) calendar month period, with the exception that if the initial term commences after the first day of any calendar month then the initial Service Provider License Period will only be the remainder of such calendar month). The subscription automatically renews for one (1) calendar month consecutive terms and the Service Provider License Period will be extended to include the term of the renewal, subject to Service Provider paying the applicable renewal fees within the prescribed period. Service Provider is required to provide at least one (1) month prior written notice to Entrust (directly or through its Reseller) if Service Provider wishes to terminate its participation in the Open License Program and must stop using the Software at the end of such one (1) month period (invoicing of any usage will continue if Service Provider continues to use the Software). If payment is not received by Entrust for a given monthly subscription period within the prescribed period, the Service Provider License Period immediately ends at the end of the next month and Service Provider must stop using the Software and immediately pay all amounts due. Notwithstanding the restrictions stated in Section 2(a) f. and g., a Service Provider granted licenses under the Open License Program is allowed to have more than one installation of the Database Service Component running, but will be invoiced for each such installation based on the assigned CALs in each Database Service Component. Each Database Service Component will automatically report the actual CAL assignments to Entrust on a periodic basis. In cases where the automatic reporting activity generated by the Software fails during a period of more than thirty (30) consecutive days, the Software will automatically limit the available functionality of the Software until such reporting activity has been restored. Service Provider is responsible for paying for all CAL assignments even if not reported. During the Service Provider License Period, Service Provider possesses the Upgrade Entitlement and is eligible for Direct Support Services in accordance with the Documentation.

e. **Additional Terms for Service Providers**.

i. Any additional terms and conditions that are either set forth in the Identity Essentials Open License Program Documentation, or, to the extent incorporated herein by reference and made available on Entrust's website or as otherwise provided by Entrust to Customer, shall apply to Service Provider;

ii. With respect to the Service Provider License Program (or Open License Program), the Service Provider hereby expressly agrees that Service Provider is liable and responsible for its Tenants and Users, and their compliance with the terms and conditions of this Agreement. A breach by any such Tenant or User of the terms and conditions of this Agreement shall be considered to be a breach by and the responsibility of the Service Provider. Service Provider will indemnify, defend and hold harmless Entrust Group from and against any third party claims, demands, suits or proceedings, costs, damages, losses, settlement fees, and expenses (including without limitation reasonable attorney fees and disbursements) arising out of or related to Service Provider's participation in the Service Provider License Program, use of the services or Software by Tenants and/or Users, and any dispute between Service Provider and its Tenants and/or Users;

iii. Additional terms and conditions may apply to Service Providers as set out in the Service Provider License Program (or Open License Program). In case there is a conflict between the terms and conditions stated in this Agreement and terms and conditions under the Service Provider License Program, this Agreement prevails;

iv. Customer will make no representations or warranties regarding the Software or any other matter (including without limitation Identity as a Service), to Tenants, Users, and/or any other third party, for or on behalf of Entrust, and Customer will not create or purport to create any obligations or liabilities on or for Entrust regarding the Software or any other matter (including without limitation Identity as a Service). Customer will be liable to Entrust for any and all Tenants' and/or Users' acts and/or omissions in relation to or breach of this Agreement.

v. Entrust is not responsible for, and disclaims all liability with respect to Tenants and/or Users; and

vi. Service Provider shall enter into a tenant agreement with each of its Tenants which will be at least as protective of Entrust (and its Affiliates, licensors, suppliers and hosting providers) and the Software as this Agreement (the **"Tenant Agreement"**). Without limiting the generality of the foregoing, the Tenant Agreement will: (i) not contain any representation or warranty on behalf of Entrust or create or purport to create any obligation or liability on Entrust; (ii) disclaim any and all liability on behalf of Entrust; (iii) name Entrust as an indemnified party in any indemnification obligation benefiting Service Provider; (iv) provide for rights of termination consistent with those contained in this Agreement; and (v) make Entrust third party beneficiaries to the clauses implementing (ii), (iii) and (iv) above; (vi) provide

appropriate notices to Users and obtain from the Users all necessary consents required for Service Provider to meet its obligations to Entrust under this Agreement; and (vii) in any reference to "Entrust", also cover Entrust's Affiliates, licensors, suppliers and hosting service providers.

f. **Trial License.** If Customer has received Trial Software, regardless of how it is labelled, the license to use the Trial Software is limited in time to the Trial Period. The terms of this entire Agreement will also apply to Customer's use of Trial Software subject to the following specific overriding terms and conditions:

i. <u>Grant of License</u>. Entrust grants Customer a limited, non-exclusive license to use the Trial Software for the sole purpose of evaluating the Trial Software's suitability for Customer's internal business requirements. The license granted is limited in time to the Trial Period.

ii. <u>Termination</u>. Upon notice to Customer, Entrust can terminate this license to the Trial Software with immediate effect at any time. Furthermore, the license to the Trial Software will automatically terminate without notice on the earlier of: expiration of the Trial Period, or Customer's completion of its evaluation of the Trial Software.

iii. <u>Limited Software</u>. Parts (or functionality) of the full version of the Software may be withheld or unusable to Customer of the Trial Software.

iv. <u>As Is</u>. Trial Software is provided to Customer AS IS without any warranties, rights to remedies or liabilities, indemnities, or support services being provided by Entrust.

(f) **Use and Access to Identity as a Service (Hybrid Set Up only)**. Customer will be provided with limited access to and use of Identity as a Service, subject to the following requirements and restrictions:

a. Access to and use of Identity as a Service is included in Customer's Software license granted under this Agreement;

b. Customer must click-through and agree to the Identity as a Service Terms of Service, and such terms and conditions shall apply to Customer's use of the Identity as a Service features and functionality, subject to the additional rights and restrictions set out in this Section 2(f) or as otherwise set out in the Documentation;

c. Identity as a Service (as integrated with the Software) is currently supported by the following Authentication Clients: RADIUS Protection, AD FS Protection, IIS Website Protection, and Windows Logon Protection (other Authentication Clients do not currently support Identity as a Service) and Customer shall only be permitted to use such Authentication Clients with Identity as a Service;

d. Customer under the Perpetual License Program (standard or not-for-resale/NFR) for the Software: (i) must have a valid, fully paid-up entitlement to Software Assurance Services, (ii) will only have access to push authentication, email one-time password (OTP), token OTP, temporary access code, and device finger print functionality (as such terms are further detailed in the Identity as a Service documentation), and (iii) will not be entitled

to use SMS dispatching and voice OTP from Identity as a Service;

e. Customer under the Customer Subscription License Program must have a valid and fully paid-up subscription. Customer will (i) get access to the Identity as a Service One Enterprise Bundle (as further detailed in the Identity as a Service documentation), and (ii) notwithstanding the description in the Identity as a Service One Enterprise Bundle, get twenty (20) SMSs per user per year at no charge (related to Identity as a Service);

f. Customer under a Service Provider License Program (standard or Open License Program) must have a valid and fully paid-up subscription. Customer will get access to the Identity as a Service One Enterprise Bundle (as further detailed in the Identity as a Service documentation), but will not be entitled to use SMS dispatching and voice OTP from Identity as a Service without prior written permission (which may include additional charges);

g. In the event of conflict between the Identity as a Service Terms of Service and this Agreement, with respect to Identity as a Service and its features and functionality, the terms and conditions of the Identity as a Service Terms of Service shall prevail to the extent of the conflict.

(g) **Cloud Setup**. "Cloud Setup" refers to any instance where Customer's use of Identity as a Service is solely based on the Identity as a Service Terms of Service and where Customer's right of access to and use of Identity as a Service is not subject to any license obtained pursuant to this Agreement (including any related additional rights or restrictions). With respect to the Cloud Setup the following also applies:

a. RADIUS Protection, AD FS Protection, IIS Website Protection, and Windows Logon Protection Authentication Clients are also covered (licensed) under the Identity as a Service Terms of Service; and

b. In the event Customer obtained rights to access and use Identity as a Service pursuant to this Agreement, such rights shall automatically expire to the extent any of the requirements set out in Section 2(f) are no longer met. Thereafter, any subsequent use of Identity as a Service shall be solely pursuant to the Identity as a Service Terms of Service.

(h) **Third Party Services; Ancillary Software**. Customer's use of third party products or services (including, without limitation, SMS message delivery services) that are not licensed to Customer directly by Entrust ("Third Party Services") will be governed solely by the terms and conditions applicable to such Third Party Services, as agreed to between Customer and the relevant third party. Entrust does not endorse or support, is not responsible for, and disclaims all liability with respect to Third Party Services, including, without limitation, the privacy practices, data security processes or other policies and practices of the relevant third party. If a separate license agreement pertaining to the Ancillary Software is included with the Software or third party components, then such separate agreement will apply to Customer's use of the Ancillary Software. Ancillary Software may only be used with the related Software and shall be limited to the use necessary to operate the Software as permitted by this Agreement,

unless otherwise permitted in the applicable Ancillary Software license. Customer agrees to waive any and all claims against Entrust with respect to any Third Party Services or Ancillary Software.

(i) **Reservation of Rights.** The Software and Documentation is licensed, not sold, and this Agreement does not grant Customer any rights of ownership to the Software or Documentation. All right, title and interest in and to the Software and Documentation, including all intellectual property rights therein (such as copyrights, design rights, patents, inventions, trade secrets, ideas, know-how and trademarks) and all modifications, enhancements and derivative works thereof, and any goodwill accruing from the use of the Software and/or Documentation, belong exclusively to and shall remain with Entrust and/or its licensors. This includes rights developed by or for Entrust in the course of providing technical support or any other services to Customer. The rights and licenses granted under this Agreement are only as expressly set forth herein. No other license or right is or will be deemed to be granted, whether by implication, estoppel, inference or otherwise, by or as a result of this Agreement or any conduct of either party under this Agreement.

(j) **Fees and Taxes**. Customer will pay Entrust the fees set forth in the invoice issued to Customer or as otherwise billed to Customer, plus all additional taxes. Such payment will be made within thirty (30) days of the date of an invoice. Customer is responsible for any taxes (other than taxes based on Entrust's net income), fees, duties, or other similar governmental charge. Should any taxes be due, Customer will pay such taxes. Unpaid amounts due will accrue interest at the lesser of two (2%) percent per month or the maximum rate permitted by law. In spite of the foregoing, if Customer has purchased the Offerings through a Reseller, the fees and payment terms are as agreed to between Customer and such Reseller apply but only to the extent that such Reseller pays to Entrust such portion of fees as required pursuant to the written agreement between Entrust and such Reseller. All amounts due under this Agreement to Entrust must be paid to Entrust or one of Entrust's Affiliates, as indicated on the invoice.

(k) **Updates and Upgrades**. To install and/or use Updates and/or Upgrades to the Software, Customer must first be licensed for the version of Software that is eligible for the Update/Upgrade. Upon Upgrade and/or Update, the agreement that accompanies the Upgrade and/or Update will take the place of the agreement for the version of the Software from which Customer upgraded and/or updated. When Customer has upgraded and/or updated the Software, Customer may no longer use the Software or previous versions of the Software, from which Customer upgraded and/or updated. If no agreement accompanies the Update and/or Upgrade to the Software, then the last version of the agreement that accompanied the Software will apply.

(l) **Software Assurance**. Software Assurance Services is an optional service that Customers under the Perpetual License Program can purchase in order to get the Upgrade Entitlement for a prescribed period. This gives Customer the entitlement to receive new Updates and Upgrades to the Software as such are

made generally available to Customers from Entrust, provided that Customer has purchased Software Assurance Services. Software Assurance Services also entitles Customers to (i) access the Identity Essentials App for its Users, or (ii) access the geofencing functionality of the Software. Customer's Software Assurance Services must be active at the time when the relevant Updates and/or Upgrades to the Software are made generally available to Customers, or at the time Customer (or its Users) access the Identity Essentials App or the geofencing functionality of the Software. Software Assurance Services do not include Direct Support Services. Customer is only entitled to Software Assurance Services if ordered and paid for by Customer. Software Assurance Services will not include any releases of the Software that Entrust, at its sole discretion, determines to be a separate product, or for which Entrust charges its Customers extra or separately. The terms of this Agreement and the additional terms set forth in the Software Assurance Services Documentation (or otherwise made available by Entrust to Customer) apply to the Software Assurance Services unless a new end-user-license agreement between Entrust and Customer replaces this Agreement.

(m) **Direct Support Services.**

Subject to the terms and conditions of this Agreement and the Documentation, the Direct Support Services may be provided by Entrust to Customer on an annual basis. After a period of twelve (12) months, Customer may renew the Direct Support Services as set out in the Documentation. Notwithstanding the foregoing, where support is purchased through a Reseller and the relevant order indicates that the Reseller will provide support, then such support constitute Indirect Support Services. Entrust will have no obligation to provide support or other services directly to Users. Support for certain third party products, if made available by Entrust and purchased by Customer, shall be provided pursuant to separate terms and conditions.

(n) **Content of Text Messages (SMS); E-Mails, Etc.** All passcodes delivered to Customer by text messages (SMS), emails or by any other means are, for security reasons, generated randomly and Entrust has no direct influence on the combination of letters and/or numbers generated as passcodes, including any words and meanings of the passcodes. Entrust takes no responsibility for the content or meaning (if any) of the automatically generated passcodes. Customer acknowledges and agrees that, other than the content of the default message templates included in the Software, Entrust: (i) has no direct control over any content, including, without limitation, passcodes, messages (including any modifications to default message templates not made by or on behalf of Entrust), text, script, data, or other information ("**Content**") delivered to Customer, Tenants, and/or Users, by text messages or by any other means through the Identity Essentials Mobile App; and (ii) takes no responsibility to Customer or to any third party for such Content, including any Content which might be false, inaccurate, inappropriate, incomplete, unsuitable, defamatory, libelous, obscene, abusive, intimidating, harmful, fraudulent, a virus or malicious code, spam, or otherwise unlawful or illegal. Customer will indemnify, defend and hold harmless Entrust Group from and against any third party claims, demands, suits or proceedings, costs, damages, losses, settlement fees, and expenses (including without limitation reasonable attorney fees and disbursements) arising out of or related to any Content.

3. **WARRANTY**

(a) **Software Warranty.** Entrust provides for a period of ninety (90) days from the date of delivery of the initial Software product a right of remedy as a result of such Software not performing in substantial accordance with the Documentation delivered with such Software consisting of, at Entrust's option, (i) repairing or replacing such Software which is returned to Entrust, or (ii) taking return of such Software and refunding the price paid for such Software. Customer must make a valid claim for such remedy and demonstrate that the Software does not perform as set forth above within the ninety (90) days. Entrust will have no obligation to fix errors in the Software caused by accident, misuse, abuse, improper operation, misapplication, or any other cause external to the Software or Entrust. For greater certainty, there is no right of remedy for Updates and/or Upgrades. Entrust further warrants that at the time of delivery, Entrust shall have used commercially reasonable efforts to cause the Software to be free of any known computer virus or harmful, malicious, or hidden program, data, or other computer instructions whose purpose is to disrupt, damage, or interfere with the use of computer and telecommunications software or hardware for their normal purposes.

(b) **Remedy for Breach of Warranty.** EXCEPT AS SPECIFICALLY STATED HEREIN, ENTRUST'S EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECT OR DELAY SHALL BE SUBJECT TO THE LIMITATION ON AND EXCLUSION OF DAMAGES SET OUT BELOW. THESE LIMITATIONS AND EXCLUSIONS APPLY EVEN IF REPAIR, REPLACEMENT OR A REFUND FOR THE SOFTWARE DOES NOT FULLY COMPENSATE THE CUSTOMER FOR ANY LOSSES; OR ENTRUST KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE AND ANY RELATED SERVICES ARE PROVIDED "AS IS", WITHOUT ANY REPRESENTATIONS, CONDITIONS, OR WARRANTIES OF ANY KIND. WITHOUT LIMITATION, ENTRUST, INCLUDING ITS AFFILIATES, LICENSORS, SUBCONTRACTORS, DISTRIBUTORS, SUPPLIERS, OR AGENTS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES (COLLECTIVELY, THE "**ENTRUST GROUP**"), DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE ENTIRE RISK OF THE USE OF THE SOFTWARE OR RECEIPT OF ANY RELATED SERVICES HEREUNDER SHALL BE BORNE BY CUSTOMER. FURTHERMORE, ENTRUST GROUP DOES NOT REPRESENT NOR WARRANT THAT THE

SOFTWARE OR ANY RELATED SERVICES WILL: ACHIEVE SPECIFIC RESULTS, OPERATE WITHOUT INTERRUPTION, DISPLAY CORRECT INFORMATION ABOUT A USER'S LOCATION AND/OR ORGANIZATION (SINCE SOME INFORMATION IS RECEIVED FROM THIRD PARTIES), BE ERROR FREE, OR BE ABSOLUTELY IMPENETRABLE TO HACKERS WILFULLY TRYING TO GAIN ACCESS TO THE CUSTOMER'S COMPUTER SYSTEM. INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. INTELLECTUAL PROPERTY INDEMNITY

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

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

(c) **Exceptions to Indemnity.** Entrust shall have no liability, and shall (along with Entrust Group) be indemnified and held harmless by Customer against any Claim in respect of any Software if: (i) such Software is used by Customer outside the scope or the license granted in this 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 is modified by Customer without the written consent of Entrust; (iii) such Software is used by Customer in combination with other software not provided by Entrust and the infringement arises from such combination or the use thereof; or (iv) the Claim relates to the use of any version of the Software other than the current, unaltered release, if such Claim would have been avoided by the use of a current unaltered release of the Software.

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

5. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE ENTRUST GROUP BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, RELIANCE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, OPPORTUNITIES, REVENUES, PROFITS, SAVINGS, GOODWILL, REPUTATION, OR USE, LOSS OR RECONSTRUCTION OF DATA, COSTS OR REPROCUREMENT OR BUSINESS INTERRUPTION, OR OTHER SIMILAR PECUNIARY LOSS) WHETHER ARISING FROM CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL THE ENTRUST GROUP'S TOTAL CUMULATIVE LIABILITY PURSUANT TO THIS AGREEMENT EXCEED THE CUMULATIVE LICENSE FEES PAID BY CUSTOMER TO ENTRUST HEREIN FOR THE SPECIFIC OFFERING FROM WHICH THE LIABILITY AROSE, IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

THE EXCLUSIONS AND LIMITS IN THIS SECTION APPLY: (A) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), WARRANTY, BREACH OF STATUTORY DUTY, MISREPRESENTATION, STRICT LIABILITY, STRICT PRODUCT LIABILITY, OR OTHERWISE; (B) REGARDLESS OF THE NUMBER OF CLAIMS, (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 CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT ENTRUST HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE ON THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION, WHICH FORM AN ESSENTIAL BASIS OF THIS AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED ABOVE OR ELSEWHERE IN THIS AGREEMENT: (A) ENTRUST GROUP NEITHER EXCLUDES NOR LIMITS THEIR LIABILITY FOR MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW; AND (B) WITH RESPECT TO ANY THIRD PARTY SERVICES OR ANCILLARY SOFTWARE THAT ARE SUBJECT TO TERMS AND CONDITIONS THAT LIMIT OR EXCLUDE THE RELEVANT THIRD PARTY'S LIABILITY OR PROVIDE REMEDIES TO ENTRUST, SUCH TERMS ARE HEREBY INCORPORATED HEREIN, MUTATIS MUTANDIS, SO THAT ENTRUST GROUP'S CUMULATIVE TOTAL LIABILITY TO CUSTOMER IS NO GREATER THAN THAT OF THE RELEVANT THIRD PARTY TO ENTRUST.

6. CONFIDENTIALITY

(a) **Nondisclosure.** During the Term (as defined below) and for a period of five (5) years thereafter, Customer will not use Confidential Information for any purpose other than as reasonably required in connection with its receipt of the Offerings pursuant to this Agreement (the "Purpose"). Customer: (a) will not disclose Confidential Information to any employee or contractor of Customer unless such person needs access in order to facilitate the Purpose and is bound by confidentiality obligations with Customer that are no less restrictive than those of in this Section 6 (Confidentiality) and Customer remains responsible for its representatives' compliance with the confidentiality obligations set forth herein; and (b) will not disclose Confidential Information to any other third party without the prior written consent of Entrust. Without limiting the generality of the foregoing, Customer will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Customer will promptly notify Entrust of any misuse or misappropriation of Confidential Information that comes to Customer's attention. Notwithstanding the foregoing, Customer may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Customer will give Entrust prompt notice of any such legal or governmental demand and reasonably cooperate with Entrust in any effort to seek a protective order or otherwise contest such required disclosure, at Entrust's expense. For purposes of this Section 6 (Confidentiality), receipt and/or disclosure by a party's Affiliate shall be deemed receipt and/or disclosure by such party.

(b) **Exclusions**. Confidential Information does not include information that: (a) entered the public domain other than as a result of the act or omission of Customer or a breach of this Agreement; (b) was in the public domain at the time of disclosure; (c) was received from a third party without a duty of confidentiality to Entrust; or (d) by written evidence, was known to or developed by Customer independent of and without access to, or reliance on Entrust's Confidential Information.

(c) **Injunction**. Customer agrees that breach of this Section 6 (Confidentiality) may cause Entrust irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Entrust may be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

7. TERM AND TERMINATION

(a) **Term.** Except if earlier terminated pursuant to the terms and conditions of this Agreement, this Agreement will terminate immediately upon the expiration of the Customer Subscription Period or Service Provider License Period, as applicable (the "**Term**").

(b) **Termination by Either Party**. Either party may terminate this Agreement immediately if the other party: (a) fails to correct a material breach of this Agreement

within ten (10) days after receipt of notice thereof, or (b) files a bankruptcy petition or has such a petition filed involuntarily against it, becomes insolvent, makes an assignment for the benefit of creditors, consents to the appointment of a trustee, or if bankruptcy, reorganization or insolvency proceedings are instituted by or against it.

(c) **Termination by Entrust**. Entrust may terminate this Agreement immediately:

a. if Customer is in breach of any payment obligation or confidentiality obligation or infringes the intellectual property rights of any member of the Entrust Group; or
b. if the Offerings were acquired through a Reseller and such Reseller has not paid Entrust for such Offerings in accordance with Entrust's agreement with such Reseller

In the instance where Customer is under the Customer Subscription License Program or the Service Provider License Program, Entrust may also terminate this Agreement by providing Customer with at least thirty (30) days written notice prior to the end of the then current Customer Subscription Period or Service Provider License Period. Termination is without prejudice to any right or remedy that may have accrued or be accruing to either party prior to termination.

(d) **Effects of Termination**. In the event of termination or expiry of this Agreement, upon the effective date of such termination or expiry, all applicable licenses and rights granted to Customer (or any Customer Affiliates, if applicable) will immediately terminate. Without limiting the generality of the foregoing, Customer (including any Customer Affiliates, if applicable): (i) must immediately cease using the Software, License Keys, other Confidential Information, and all Documentation, destroy or return immediately the Software, License Keys, other Confidential Information, and Documentation and all copies thereof in any form, partial or complete (including copies in storage media and backup copies and license emails); (ii) if Customer is a Service Provider, shall terminate all its Tenant Agreements; and (iii) shall no longer be entitled to receive Software Assurance Services, the Upgrade Entitlement or Direct Support Services. Customer shall, upon request from Entrust, and without undue delay certify in writing compliance with the requirements set out in (i), (ii), and (iii) above. Termination does not relieve Customer from its obligation to pay any and all fees or other amounts due under this Agreement at any time or for any period. Any fees paid under this Agreement are non-refundable.

(e) **Survival**. The provisions of this Agreement that are expressed or by their sense and context intended to survive the termination or expiry of this Agreement will survive, including but not limited to Sections 1, 2(b), 2(g), 2(h), 2(i), 2(m), 3(b), 5, 6, 7(d), 7(e), and 8. All payment obligations shall survive any termination or expiration of this Agreement.

8. GENERAL

(a) **Audit Rights**. Customer will maintain for a period of five (5) years after the end of the year to which they relate, accurate records regarding all activities relating to this Agreement. Entrust reserves the right to audit (or have an independent third party audit) Customer's

books, records, technology and systems upon at least twenty (20) days prior notice to determine Customer's compliance with the terms and conditions of this Agreement. Audits will not occur more than once each calendar year unless discrepancies are discovered or unless Entrust presents reasonable evidence that Customer is not complying with the terms and conditions of this Agreement. If an audit reveals use of the Software outside the terms and conditions of this Agreement, Customer agrees to correct any payment errors immediately by providing an adjustment payment, which will include an additional charge on top of the overdue amount at a rate equal to 15% per annum compounded monthly or the highest rate permitted by law, whichever is lower, of the outstanding payment from the date due until the date paid. Customer will also reimburse Entrust for all reasonable costs and expenses related to such audit, in addition to any other liabilities that may be incurred as a result of non-compliance.

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

(c) **Export Restriction(s).** The Software and related information are subject to export and import restrictions. Customer will comply with the export laws and regulations (including, without limitation, those of Canada and the United States) that are applicable to the Software and related information and Customer will comply with any local laws and regulations in Customer jurisdiction that may impact its right to export, import, or use the Software or related information. The Software will not be used for any purposes prohibited by export laws or regulations, including, without limitation, nuclear, chemical, or biological weapons proliferation. Customer will be responsible for procuring all required permissions for any subsequent export, import, or use of the Software or related information. Without limiting the generality of the foregoing, Customer will be the importer of record for the initial delivery of the Software. Customer will be responsible for obtaining any subsequent import and/or export permission for any Software licensed by Customer pursuant to this Agreement. Customer will comply with all relevant export and import laws and regulations as they apply to the Software provided by Entrust to Customer pursuant to this Agreement. Customer confirm that Customer will not export or re-export the Software, directly or indirectly, to (a) any countries that are subject to United States or Canadian export restrictions and to which Entrust is not permitted to export; (b) any Tenant or User whom Customer know or have reason to know will utilize the Software in the design, development or production of nuclear, chemical or biological weapons; or (c) any Tenant or User who has been prohibited from participating in export transactions by any federal or other governmental agency (including, without limitation, those of the United States or Canadian).

(d) **High Risk Activities**. Customer acknowledges and agrees that the Software is not sufficiently fault-tolerant for life-safety operations and is not designed, manufactured or intended for use in or in conjunction with control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, Entrust, its Affiliates, licensors, suppliers, subcontractors and distributors specifically disclaim any express or implied representations, warranties or conditions for such uses.

(e) **Force Majeure.** Notwithstanding any contrary provision in this Agreement, except for payment due neither party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a party's control, including, without limitation, natural disaster, extreme weather, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

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

(g) **Assignment**. Customer may not transfer or otherwise assign any rights under this Agreement, in whole or in part, whether voluntarily, by operation of law, or otherwise, unless Entrust has given its prior written approval, which may be withheld for any reason or no reason. Entrust may transfer or otherwise assign any rights, in whole or in part under this Agreement at any time without notice.

(h) **Notice.** All notices to Entrust under this Agreement will be in writing and will be personally delivered or sent by certified or registered mail (return receipt requested) and will be deemed to have been duly given when received at Entrust 1187 Park Place Shakopee, MN 55379. All notices to Customer under this Agreement will be provided electronically or by certified or registered mail (return receipt requested) to Customer at the addresses which Customer has provided to Entrust and will be deemed to have been duly given when sent. For Entrust, all notices must be sent Attention: Entrust Legal Department.

(i) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, void or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to affect the intention of the provision. If a court of competent jurisdiction finds the modified provision invalid, illegal, void or unenforceable, the validity and unenforceability of the remaining provisions of this Agreement will remain in full effect.

(j) **Third-Party Beneficiaries**. Customer hereby acknowledge that there may be third-party beneficiaries to this Agreement. To the extent that this Agreement contains provisions that relate to the Software in which such third-parties have an interest, such provisions are made expressly for the benefit of such third-party beneficiaries and are enforceable by such third-party beneficiaries in addition to being enforceable by Entrust.

(k) **Choice of Law**. Any disputes related to the products and services offered under this Agreement, as well as the construction, validity, interpretation, enforceability and performance of this Agreement, shall (i) if Customer is located in Canada, be governed by the laws of the Province of Ontario, Canada, and shall be brought in the provincial or federal courts sitting in Ottawa, Ontario; (ii) if Customer is located in Europe, be governed by the laws of England and Wales and shall be brought in the courts sitting in London, England; and (iii) if Customer is located anywhere else in the world, be governed by the laws of the State of Minnesota, United States, and shall be brought in the federal and state courts located in Hennepin County, Minnesota. Each party hereby agrees that the applicable courts identified in this Section (Choice of Law) shall have personal and exclusive jurisdiction over such disputes. In the event that any matter is brought in a provincial, state or federal court each party waives any right that such party may have to a jury trial. To the maximum extent permitted by applicable law, the parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not apply to this Agreement. This Section (Choice of Law) governs all claims arising out of or related to this Agreement, including tort claims.

(l) **Entire Agreement**. . This Agreement and items expressly incorporated into any part of this Agreement form the entire agreement of the parties in relation to the Software and/or Software Assurance Services. All terms and conditions on any quotes, purchase orders, orders, acknowledgements, supplier code of conduct, or similar document issued by Customer shall not amend the terms of this 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 this Agreement in reliance upon any representation, warranty, condition or undertaking of the other party that is not set out or referred to in this Agreement. Unless otherwise expressly indicated herein, this Agreement may not be modified or waived orally and may be modified only in writing signed by duly authorized representatives of each party.

(m) **Publicity**. Customer agree that, subject to Customer prior review and approval of a proposed copy, Entrust may issue a press release and/or case study regarding Customer use of the Entrust products licensed by Customer hereunder.
Entrust may also include the name of Customer in a list of Entrust's Customers made publicly available on Entrust's website or by other means.

(n) **Customer Data and Personal Information**.

a. Customer acknowledges that as part of the use of the Software Users may be required to share with Entrust certain information which may include Personal Data regarding Users (e.g., phone numbers, device IDs, IP addresses) for provisioning of User devices, the performance of the Software, or improvements or troubleshooting thereof. Prior to authorization of an individual to become a User, Customer is fully responsible for obtaining the consents of the individuals in accordance with applicable law to the use of his/her Personal Data by Entrust.

b. With respect to any Personal Data provided to Entrust from Customer, Tenants and/or Users, Customer represents and warrants that (i) it is duly authorized to provide such data to Entrust and it does so lawfully in compliance with applicable laws (including data protection laws), (ii) Entrust can, and is hereby instructed to process such data for the purposes of performing its obligations under this Agreement (or under any separate end user license agreement for the Identity Essentials Mobile App), (iii) Entrust may disclose such data to a third party solely for such purposes and may transfer such data to countries outside of the country of origin, and (iv) Customer has made all necessary disclosures to, and obtained all necessary consents from its Tenants and/or Users (e.g., data subjects) from whom such data is obtained.

c. In addition, Customer represents and warrants that it will not provide or transfer or cause to be provided or transferred to Entrust any Excluded Data. "Excluded Data" refers to: (a) social security numbers or their equivalent (e.g., social insurance numbers), driver license numbers, biometric data, health card numbers, criminal information and other health-related information; (b) other Personal Data that would be considered sensitive in nature including without limitation of a "special category of data" under GDPR (EU Regulation 2016/679) and any applicable law applying to Personal Data; and (c) data regulated under the Health Insurance Portability and Accountability Act or the Gramm-Leach-Bliley Act, or the Payment Card Industry Data Security Standards 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: (i) Entrust has no liability to Customer for any failure to provide protections set forth in the Excluded Data Laws or otherwise to protect excluded data; and (ii) Entrust's Software or Offerings are not intended for management or protection of Excluded Data and may not provide adequate or legally required security for Excluded Data.

d. Customer agrees to defend, indemnify and hold harmless, Entrust Group against any and all third party claims, demands, suits or proceedings, costs, damages, losses, settlement fees, and expenses (including without limitation attorney fees and disbursements) arising out of or related to: (a) Customer's breach of or errors in providing the above representations and warranties, (b) the Personal Data or Excluded Data provided by Customer, its Tenants or Users, and (c) any inaccuracies in any data provided by Customer, its Tenants or Users to Entrust.

e. To the extent that Entrust processes any Personal Data, on Customer's behalf, as part of the performance of the Software, the terms of the DPA, which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms. For the purposes of the Standard

Contractual Clauses attached to the DPA, when and as applicable, Customer is the data exporter, and Customer's acceptance of this Agreement shall be treated as signing of the Standard Contractual Clauses and their Appendices. Customer agrees that Entrust reserves the unilateral right to amend the DPA from time to time without providing express notice to Customer. The latest version posted on Entrust's website shall always apply.

(o) **Compliance with Law**. Customer is solely responsible to ensure that its (and its Tenants' and/or Users') use of the Software complies with all applicable law, rule and regulation, including, without limitation, privacy and/or data protection legislation applicable in Customer's and/or its Tenants' and/or Users' jurisdiction(s).

(p) **Nature of Relationship.** Nothing contained in this 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 this Agreement, nothing in this 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.

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

(r) **Customer Affiliates**. Customer may extend the rights designated for Affiliates under this Agreement to its Affiliates, provided that any such Affiliates agree to comply with the obligations, and otherwise be subject to the terms and conditions, of this Agreement and that Customer shall cause each such Affiliate to comply with the terms and conditions of this Agreement to the full extent as if the Affiliate were a party hereto, and that any act or omission relating to this Agreement (including without limitation a breach hereof) by such Affiliate shall constitute an act or omission of Customer.