ENTRUST ADAPTIVE ISSUANCE ™ INSTANT ID AS A SERVICE

TERMS OF SERVICE

These ENTRUST ADAPTIVE ISSUANCE ™ INSTANT ID AS A SERVICE - TERMS OF SERVICE ("**Terms of Service**") contain the terms and conditions that govern access to and use of the Service (as defined herein) by a MSP (as defined herein), a Sub-MSP (as defined herein), or a Tenant (as defined herein).

Our Agreement (as defined herein) with you takes effect when either: A. in the case of a MSP, an Order Form (as defined herein) is signed by both MSP and Entrust (as defined herein); or B. in the case of a Sub-MSP or a Tenant, an "OK" or similar button, and/or a check box presented with these Terms of Service is clicked and/or checked by you (the "**Effective Date**").

You, as the individual signing the Order Form or clicking and/or checking the aforementioned button and/or boxes, 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 (e.g. MSP or Tenant), or, if you are a MSP administrator agreeing on behalf of your Sub-MSP or Tenant, you represent to us 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 AND/OR USE THE SERVICE. CONTINUED RIGHT TO ACCESS AND USE THE SERVICE IS CONTINGENT ON THE CONTRACTING PARTY'S CONTINUED COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT.

What is the Agreement?

The "**Agreement**" consists of these Terms of Service, any additional agreements, policies, or terms and conditions referenced herein or incorporated by reference – e.g. acceptable use policy, support terms, service level agreement, data processing agreement, etc.), as well as, in the case of a MSP, the Order Form.

The Agreement is entered into by and between MSP, Sub-MSP, or Tenant, as applicable, and Entrust Corporation ("**Entrust**"), incorporated in Delaware with a registered place of business located at 1187 Park Place, Shakopee, Minnesota, 55379, United States of America and its Affiliates.

1. DEFINITIONS. The following capitalized terms have the meanings set forth below whenever used in the Agreement.

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

1.2. "Application Program Interface" or "API" means proprietary interface software developed by Entrust to facilitate the connection and communication (i.e. the transmission of data, between an application and the Service, via the interface which consists of a series of commands), and provided to MSP, Sub-MSP, or Tenant by Entrust.

1.3. "AUP" or "Acceptable Use Policy" means the Entrust Adaptive Issuance ™ Instant ID as a Service – Acceptable Use Policy, as may be modified from time to time, available on the Service portal or on Entrust's website at https://www.entrust.com/resource-center/-/media/documentation/licensingandagreements/adaptiveissuanceinstantidaas-aup.pdf.

1.4. "Authentication Record" means a record setting out the details of each authentication attempt made by a User. Authentication Records may include Personal Data.

1.5. "Claim" means, for the purposes of Article 11, a third party claim, demand, suit, or proceedings.

1.6. "Confidential Information" means any non-public information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") in any form (written, oral, etc.) that is designated as confidential when it is disclosed or that reasonably should be understood to be confidential given the nature of the information and/or the circumstances of the disclosure, including but not limited to intellectual property, know-how, trade secrets, product designs, product specifications, formulas, compositions, software, drawings, processes, technical, sales, marketing, financial and other strategic or sensitive business information or data, including any copies or tangible embodiments containing such information. All Entrust financial information is Confidential Information whether or not it is so designated.

1.7. "Credentials" means Physical Credentials and/or Digital Credentials.

1.8. "Customer Data" means any MSP, Sub-MSP, Tenant, or User data or information (including, third party information) that is supplied to Entrust (or its sub-processors) by or on behalf of MSP or through the MSP Account, in connection with the Service. Irrespective of any actual database encryption, or logical or physical segregation, any data or information uploaded to the Service by a Sub-MSP, a Tenant, or a User is considered to have been uploaded to the Service by MSP. Customer Data may include Personal Data.

1.9. "Digital Credentials" means the digital access control credentials designed and managed using the Service, and issued digitally to and stored on a compatible device, including, without limitation, smart cards, ID badges, proximity cards, etc.

1.10. "Documentation" means written materials prepared by Entrust (or its licensors or service providers) relating to the Service, including, without limitation, guides, manuals, specifications (including, without limitation, API specifications), instructions, policies, reference materials, release notes, online help or tutorial files, support communications (including any disputes between the parties) or any other materials provided in connection with modifications, corrections, or enhancements to the Service, all as may be modified from time to time.

1.11. ""DPA" or "Data Processing Agreement" means the latest version of Entrust's standard data processing agreement, as may be modified from time to time, available on the Service portal or on Entrust's website at https://www.entrust.com/resource-center/-//-/media/documentation/licensingandagreements/data-processing-agreement.pdf.

1.12. "Extension" means any separately licensed and downloaded (by MSP, Sub-MSP, or Tenant) Entrust suite, configuration file, add-on, software integration, technical add-on, example module, command, function or application that extends the features or functionality of third party software or third party services (including cloud services) separately licensed or lawfully accessed by MSP (or Sub-MSP, or Tenant). For clarity, an Extension shall not form part of the Service.

1.13. "Hardware" means the Entrust printers that are compatible with the Service, and any related firmware, software, accessories or supplies.

1.14. "Indemnified Associates" means, in relation to a party being indemnified pursuant to Article 11, its officers, directors, shareholders, parents, Affiliates, agents, successors, and assigns.

1.15. "MSP" or "Managed Security Provider" means the legal entity that is identified in the Order Form and that, for any commercial or production use only, has been certified by Entrust as having met the MSP requirements set out in the Documentation.

1.16. "MSP Account" means the account MSP sets up through the Service once MSP has agreed to the terms and conditions of the Agreement. Any reference to information (including, without limitation, data) being supplied through MSP Account shall include any information provided or supplied by Sub-MSPs and

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Tenants (or their Users) through Sub-MSP's or Tenant's own accounts set up subordinate to the related MSP Account.

1.17. "Order Form" means the Adaptive Issuance ™ Instant ID Cloud as a Service order form signed by MSP and accepted by Entrust, which incorporates these Terms of Service.

1.18. "Personal Data" has the meaning set out in the DPA.

1.19. "Physical Credentials" means the physical access control credentials designed and managed using the Service, and issued (printed) using the Hardware, including, without limitation, smart cards, ID badges, proximity cards, etc.

1.20. "Profile" means User and device profiles constructed from authentication patterns and device-identifying technical data. Profiles may include data from third-party service providers, and may also include Personal Data.

1.21. "Service" means the Entrust cloud-based platform that facilitates the design, enrollment and issuance of Credentials, as well as related Documentation.

1.22. "Service Data" means any information and data relating to the access, use, and/or performance of the Service, including data generated in connection with MSP's, Sub-MSP's, and/or Tenant's use of the Service (e.g., analytics data, statistics data and performance data). Service Data does not include Authentication Records, Customer Data, Profiles, or Personal Data.

1.23. "SLA" or "Service Level Agreement" means the Entrust Adaptive Issuance ™ Instant ID as a Service - Service Level Agreement, as may be modified from time to time, available on the Service portal or on Entrust's website at https://www.entrust.com/resource-center/-/media/documentation/licensingandagreements/adaptiveissuanceinstantidaas-sla.pdf.

1.24. "Subcontractor" shall mean a third party that has entered into a written agreement with Entrust to assist in providing the Service.

1.25. "Sub-MSP" means any legal entity registered as such under a MSP Account, that has entered into a Sub-MSP Agreement and has accepted the terms and conditions of the Agreement. In no event may a Sub-MSP create any Sub-MSPs under it via the Service portal or otherwise.

1.26. "Sub-MSP Agreement" has the meaning set forth in Section 6.5 (*Sub-MSP and Tenant Agreements*).

1.27. "Tenant" means any MSP or Sub-MSP client that has entered into a Tenant Agreement and has accepted the terms and conditions of the Agreement.

1.28. "Tenant Agreement" has the meaning set forth in Section 6.5 (*Sub-MSP and Tenant Agreements*).

1.29. "Term" has the meaning set out in Section 12.1 (*Term*).

1.30. "Test Credentials" means Credentials issued by MSP (Sub-MSP or Tenant) for evaluation purposes during a Trial Period, which may include a "Sample" or other similar watermark.

1.31. "Trial Period" means (i) for a MSP, a period commencing on the Effective Date and continuing for a period of thirty (30) days, as may be extended by Entrust in writing; and (ii) for a Sub-MSP or Tenant, a period of thirty (30) days from the date Sub-MSP or Tenant is granted evaluation access and use of the Service.

1.32. "User" means any individual end user: (i) who is issued Credentials via the Service, or (ii) whose access to or use of the Service through the MSP Account, via the Service portal or otherwise (e.g. API-based access), is subject to authentication by the Service (e.g. an admin).

2. RIGHTS TO USE SERVICE.

2.1. <u>Grant of Rights to Use Service (Issuance Purposes)</u>. Subject to MSP's (Sub-MSP's or Tenant's) compliance with the Agreement, Entrust grants to MSP (Sub-MSP or Tenant), during the Term of the Agreement, a worldwide, non-exclusive, non-transferrable, non-sublicensable right to, all in accordance with the Documentation and for the sole purpose of designing, managing and issuing Credentials to Users, solely with the Hardware, and not for further re-marketing, re-sale or re-distribution or any other commercial purpose:

    (a)   for MSP, the right to access and use the Service via the Service portal or otherwise for the purpose of managing their Sub-MSPs' and Tenants' access to and use of the Service via the Service portal or otherwise; and

    (b)   for Sub-MSP or Tenant, the right to access and use the Service via the Service portal or otherwise.

Notwithstanding the foregoing grant of rights, any access to and use of the Service by MSP, Sub-MSP, and/or Tenant during any Trial Period shall be solely for evaluation purposes, and not for any other commercial purposes (as further detailed in Section 3 (*Evaluation*)).

2.2. <u>Service Levels</u>. The sole remedies for any failure of the Service are listed in the SLA. Service credits issued pursuant to the SLA, if any, will only be applied against the costs associated with MSP's subsequent subscription renewal. Entrust is not required to issue refunds for or to make payments against such service credits under any circumstances.

2.3. <u>Documentation</u>. MSP may reproduce and use the Documentation solely as necessary to support MSP's, Sub-MSP's and Tenants' access to and use of the Service. Each permitted copy of all or part of the Documentation must include all copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy delivered by Entrust or downloaded or otherwise accessed by MSP.

2.4. <u>Service Revisions</u>. Entrust may add, reduce, eliminate or revise Service features and functionality at any time. Additionally, Entrust may add, reduce, eliminate or revise Service features and functionality at any time where a third-party service provider agreement applicable to the Service features and functionality has been changed. Where any such change will cause a material detrimental impact on MSP, Entrust will make commercially reasonable efforts to provide MSP sixty (60) days prior written notice (email or posting notice at the Service portal constitutes written notice); if such changes are the result of third party service provider changes, Entrust may not be able to provide the aforementioned notice. It is MSP's responsibility to notify its Sub-MSPs and Tenants of any such changes.

2.5. <u>Sub-MSPs; Tenants; Users</u>. MSP will make no representations or warranties regarding the Service or any other matter, to Sub-MSPs, Tenants, Users, and/or any other third party, for or on behalf of Entrust, and MSP will not create or purport to create any obligations or liabilities on or for Entrust regarding the Service or any other matter. MSP will be liable to Entrust for any and all Sub-MSP's, Tenants' (notwithstanding that such MSPs and Tenants accepted the Agreement when they clicked an "OK" or similar button, and/or checked the relevant check box signifying acceptance of the Agreement), and/or Users' acts and/or omissions in relation to or breach of the Agreement or otherwise in relation to their access to and/or use of the Service. MSP acknowledges and agrees that it shall be responsible for coordinating all communication with Entrust under the Agreement, and that Entrust shall direct any requests or other communications by Sub-MSPs, Tenants or Users to MSP.

2.6. <u>Support.</u> Entrust will provide support to the MSP pursuant to the terms and conditions set out at https://www.entrust.com/resource-center/-/media/documentation/licensingandagreements/adaptiveissuanceinstantidaas-mspsupport.pdf

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("Support Terms"). MSP will be solely responsible to provide to its Sub-MSPs and Tenants the support services referenced in the Support Terms. MSP will enter into a support agreement with each of its Sub-MSPs and Tenants (which will not contain any reference to Entrust, create any obligations or liabilities on Entrust, and will not make any representations, warranties or conditions on behalf of Entrust). Sub-MSPs, Tenants, and Users shall not directly contact Entrust, and Entrust shall have no obligation to provide support or other services directly to Sub-MSP, Tenants, and/or Users.

2.7. <u>Licenses from MSP (Sub-MSP or Tenant)</u>. Subject to the terms and conditions of the Agreement, MSP (Sub-MSP or Tenant) grants to Entrust the non-exclusive, nontransferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use (a) Customer Data solely to the extent necessary to provide the Service to MSP (Sub-MSP or Tenant), and (b) any trademarks that MSP (Sub-MSP or Tenant) provides Entrust for the purpose of including them in MSP's user interface of the Service ("MSP Trademarks").

3. EVALUATION.

3.1. <u>Grant; Evaluation Purposes; Restrictions.</u> Subject to MSP's (Sub-MSP's or Tenant's) compliance with the Agreement, Entrust may grant MSP the right to access and use the Service for evaluation (trial) purposes for the Trial Period. MSP may issue up to a maximum of one hundred (100) Test Credentials during its Trial Period. If MSP has been certified by Entrust as a commercial or production MSP, and subject to MSP's (Sub-MSP's or Tenant's) compliance with the Agreement, MSP may also grant each of its Sub-MSPs and Tenants the right to access and use the Service for evaluation purposes for the Trial Period. Sub-MSP and Tenant may issue up to a maximum of twenty-five (25) Test Credentials each during its Trial Period. During the Trial Period, MSP (Sub-MSP or Tenant) may not: (i) use the Service or any Test Credentials in order to generate revenue; or (ii) use any Customer Data or Personal Data in its evaluation of the Service (or include such in any Test Credentials) - only fictitious, non-production data can be used.

3.2. <u>Non-applicable Sections</u>. Sections 2.2 (*Service Levels*), 10.2 (*Indemnification by Entrust*) and 10.4 (*Mitigation by Entrust*) do not apply to MSP's, Sub-MSP's, and/or Tenant's access to or use of the Service for evaluation purposes.

3.3. <u>Termination or Suspension</u>. Notwithstanding the foregoing, Entrust may in its sole discretion suspend or terminate MSP's, Sub-MSP's, Tenant's, or any of their respective Users' evaluation access to and use of the Service at any time, for any or no reason, without advanced notice.

4. FEES.

4.1. MSP shall pay Entrust the fees for the Service pursuant to the Order Form. Unless otherwise stated in the Order Form, MSP will pay all amounts payable under the Agreement within thirty (30) days of the date of the invoice. All amounts payable by MSP under the Agreement are non-refundable and will be paid without setoff or counterclaim and without any deduction or withholding. There may be changes to fees and charges for the Service (including, without limitation, for any new feature or functionality of a Service) which, if applicable, will be effective following notice (email or posting notice at the Service portal to suffice as adequate notice) to MSP of any such change. MSP will be responsible for all taxes (other than taxes based on Entrust's net income), fees, duties, or other similar governmental charges. Entrust may elect to charge MSP interest for late fees at the lesser of 1.5% per month or the maximum rate permitted by law. In addition, if Entrust does not receive payment from MSP within five (5) business days of Entrust providing written notice to MSP that a payment is delinquent pursuant to the payment terms of the Agreement, Entrust may suspend or terminate MSP's, Sub-MSP's, Tenant's, and/or Users' access to and use of all or part of the Service.

5. CUSTOMER DATA & PRIVACY.

5.1. <u>Customer Data; Profiles; Authentication Records; Personal Data</u>. MSP (Sub-MSP or Tenant) acknowledges and agrees that the Service may require certain Customer Data, Profiles, and Personal Data, in order to operate. Use of the Service by MSP, Sub-MSPs, Tenants, and Users may also generate Authentication Records. MSP (Sub-MSP or Tenant) acknowledges and agrees that the Service allows for the uploading of certain Customer Data (including Personal Data), which may be used in order to design the Credentials. MSP (Sub-MSP or Tenant) shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data (including Personal Data), and the means by which MSP (Sub-MSP or Tenant) acquired them. MSP (Sub-MSP or Tenant) grants to Entrust, its Affiliates, and any of their respective applicable subcontractors and hosting providers), a world-wide, limited right, during the Term, to host, copy, transmit and display Customer Data and Personal Data as reasonably necessary for Entrust (or its Affiliates, and any of their respective applicable subcontractors and hosting providers) to provide the Service in accordance with the Agreement.

5.2. <u>Service Regions</u>. MSP will select the geographic region(s) (each a "**Service Region**") where Customer Data, Personal Data, and Service Data will be stored (subject to any limitations of Entrust's hosting provider). With respect to the Customer Data, Personal Data, and Service Data that Entrust may collect hereunder, MSP consents to the storage in and/or the transfer into, the Service Region(s) which the MSP has selected.

5.3. <u>Data Processing.</u> To the extent Entrust processes any Personal Data on MSP's behalf in performance of the Agreement, the terms of the DPA, which are incorporated by reference, shall apply, and Entrust, MSP, Sub-MSP and Tenant agree to comply with such terms. MSP's (Sub-MSP's or Tenant's) acceptance of the 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 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 version of the DPA posted on Entrust's website shall always apply.

5.4. <u>Excluded Data</u>. MSP (Sub-MSP or Tenant) represents and warrants that Customer Data, Personal Data, and Profiles do not and will not include any Excluded Data. "Excluded Data" refers to: (i) social security numbers or their equivalent (e.g., social insurance numbers), driver license numbers, biometric data, health card numbers and other health-related information; (ii) other Personal Data that would be considered sensitive in nature including without limitation of a "special category of data" under EU Directive 95/46; and (iii) 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 "<u>Excluded Data Laws</u>"). MSP (SUB-MSP OR TENANT) RECOGNIZES AND AGREES THAT: (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) THE SERVICE IS NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.

5.5. <u>Profiles; Service Data; Use of Data</u>. Entrust owns all right, title and interest in and to Service Data and Profiles (excluding any Personal Data contained in the Profiles) and, without limiting the generality of the foregoing, may use, reproduce, sell, publicize, or otherwise exploit such Profiles and Service Data in any way, in its sole discretion.

5.6. <u>Consents</u>. MSP (Sub-MSP or Tenant) represents and warrants that, before authorizing a User to use the Service and before providing Customer Data or Personal Data to Entrust, MSP (Sub-MSP or Tenant) will have provided and/or obtained the requisite consents (if any) and made all requisite disclosures (if any) to Users, in accordance with all applicable laws, rules or regulations for the collection, use, and

disclosure of the Customer Data (including in particular Personal Data), by Entrust (including any applicable subcontractors and hosting providers) in accordance with the Agreement.

5.7. <u>Consents relating to Extensions</u>. MSP (Sub-MSP or Tenant) acknowledges that certain Extensions may enable third party software or third party services (including cloud services) to download certain Authentication Records, Customer Data, Profiles, Personal Data, and/or Service Data from the Service, and, by enabling such third party software or third party services (including cloud services) MSP (Sub-MSP or Tenant) agrees to such downloads. MSP (Sub-MSP or Tenant) represents and warrants that, before using any Extension, MSP (Sub-MSP or Tenant) will have obtained the requisite consents (if any) from and made all requisite disclosures (if any) to Users, in accordance with all applicable laws, rules or regulations in order to allow for the downloading and/or transfer of such Authentication Records, Customer Data, Profiles, Personal Data, and/or Service Data, from Entrust (including any applicable subcontractors and hosting providers) to the MSP (Sub-MSP or Tenant) licensed third party software or third party services (including cloud services) enabled by the Extension.

6. MSP (SUB-MSP **OR TENANT) RESPONSIBILITIES, RESTRICTIONS & ACKNOWLEDGEMENTS.**

6.1. <u>Acceptable Use and Restrictions</u>. MSP (Sub-MSP or Tenant) will comply with the AUP. In addition, unless otherwise expressly authorized elsewhere in the Agreement, MSP (Sub-MSP or Tenant) will not: (a) rent, sell, lease, distribute, pledge, assign or otherwise transfer, or encumber rights to the Service, or any part thereof, or use the Service for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Service; (b) provide Service passwords or other log-in information to any third party; (c) share non-public Service features or content with any third party; (d) access the Service in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Service, or to copy any ideas, features, functions or graphics of the Service; (e) send or store infringing or unlawful material or viruses, worms, time bombs, Trojan horses and other harmful or malicious codes, files, scripts, agents or programs; (f) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Service or the data contained therein; or; (g) use the Service other than in accordance with the Agreement and in compliance with all applicable laws, rules or regulations. In the event that Entrust suspects any breach of the requirements of this Section 6.1 *(Acceptable Use and Restrictions)*, including without limitation by MSP, Sub-MSPs, Tenants, and/or Users, Entrust may suspend MSP's, Sub-MSP's, Tenant's and/or Users' access to and use of the Service without advanced notice, in addition to such other remedies as Entrust may have pursuant to the Agreement. Neither the Agreement nor the AUP requires that Entrust take any action against any MSP, Sub-MSP, Tenant, and/or User or other third party for violating the AUP, this Section 6.1 *(Acceptable Use and Restrictions)*, or the Agreement, but Entrust is free to take any such action at its sole discretion.

6.2. <u>Unauthorized Access</u>. MSP (Sub-MSP or Tenant) will take reasonable steps to prevent unauthorized access to the Service, including, without limitation, by protecting its passwords and other log-in information. MSP will notify Entrust immediately of any known or suspected unauthorized use of the Service or breach of its security and will use best efforts to stop such breach or unauthorized use. The foregoing shall not reduce MSP's liability for all its Sub-MSP, Tenants and/or Users.

6.3. <u>Compliance with Laws</u>. In its access to and use of the Service, and any Extensions, MSP (Sub-MSP or Tenant) will comply with, and cause all its Sub-MSP, Tenants and/or Users to comply with, all applicable laws, rules or regulations, including, without limitation, (i) all privacy and data protection laws, rules or regulations governing the protection of Authentication Records, Customer Data, Profiles, Personal Data, and/or Service Data; and all trade control laws, rules or regulations, including the Export Administration Regulations (EAR) administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and U.S. sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); and (iii) any import or export licenses required pursuant to Section 13.16 (*Export Compliance*).

6.4. Sub-MSPs; <u>Tenants; Users; Service Access</u>. MSP is responsible and liable for: (a) the configuration of

the Service to meet its own (and its Sub-MSPs', Tenants' and/or Users') requirements; (b) Customer Data, Profiles, Personal Data, and any other data uploaded to the Service through MSP Account or otherwise by MSP, its Sub-MSPs, Tenants, and/or Users; (c) MSP's, its Sub-MSP's, Tenants', and/or Users' access to and use of the Service, including, without limitation, any Sub-MSP, Tenant or User conduct that would violate the AUP or any other the requirements of the Agreement (including, without limitation, those applicable to MSP); and (d) any access to and use of the Service through MSP Account. Entrust will have no responsibility or liability for the accuracy of data uploaded to the Service by MSP, its Sub-MSPs, Tenants, and/or Users, including, without limitation, Customer Data, Profiles and Personal Data. MSP (or Tenant) will comply with all applicable laws, rules and regulations, and obtain all permits, licenses and authorizations or certificates that may be required, in connection with its activities pursuant to the Agreement.

6.5. <u>Sub-MSP and Tenant Agreements</u>. Notwithstanding that each Sub-MSP and Tenant shall accept the Terms of Service, MSP will enter into a Sub-MSP Agreement or a Tenant Agreement, as the case may be, with each Sub-MSP and Tenant, and each Sub-MSP 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 Service as the Agreement. Sub-MSP and Tenant Agreements will: (i) not make any representation or warranty on behalf of Entrust (and its Affiliates, licensors, suppliers and hosting providers) or create or purport to create any obligation or liability on Entrust (and its Affiliates, licensors, suppliers and hosting providers); (ii) disclaim any and all liability on behalf of Entrust (and its Affiliates, licensors and suppliers); (iii) name Entrust (and its Affiliates, licensors, suppliers and hosting providers) and their respective officers, directors, employees, and contract workers as indemnified parties in any indemnification obligation benefiting MSP; (iv) make Entrust (and its Affiliates, licensors, suppliers and hosting providers) third party beneficiaries to the clauses implementing (ii) and (iii) above; and (v) cause Sub-MSP or Tenant to provide all appropriate notices to Users and obtain from the Users all necessary consents required for MSP to meet its obligations to Entrust under the Agreement. MSP will comply with all requirements relating to onboarding of Sub-MSPs or Tenants as set out in the Documentation. If MSP agrees to the terms and conditions of the Agreement on behalf of a Sub-MSP or Tenant (e.g. an MSP administrator clicks the "OK" or similar button, and/or checks the box presented with these Terms of Service), MSP represents and warrants that it has legal authority to bind such Sub-MSP or Tenant, and shall ensure that Sub-MSP or Tenant is made aware of and complies with all the applicable terms and conditions in the Agreement.

6.6. <u>No Hazardous Environments</u>. MSP (Sub-MSP or Tenant) acknowledges and agrees that the Service 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, including without limitation the operation of nuclear facilities, aircraft navigation or critical communications systems, air traffic control, transportation control, or life support devices. MSP (Sub-MSP or Tenant) will not use the Service for any purpose listed in this Section 6.6 *(No Hazardous Environments)* and any attempt to do so will be at MSP's (Sub-MSP's or Tenant's) own risk.

6.7. <u>Digital Credentials</u>. In order to design, issue and create Digital Credentials, the Sub-MSP or Tenant (or the MSP on behalf of either) must create certain accounts with the third party service providers that provide the underlying wallet functionality (i.e. Apple and Google). Entrust may provide information to MSP, Sub-MSP or Tenant relating to the third party service provider (instructions, links, etc.); notwithstanding the foregoing, it will be MSP's, Sub-MSP's, and Tenant's responsibility to review, accept and comply with, the third party service provider requirements (including any related terms and conditions), and any changes thereto. Any questions or concerns in this regard should be addressed directly to the third party service providers. In the event of a conflict or discrepancy between the aforementioned information provided by Entrust and what is contained in the third party service provider documentation and/or terms and conditions and on their website(s), the third party service provider sources shall prevail to the extent of the conflict or discrepancy.

7. IP & FEEDBACK.

7.1. <u>IP Rights in the Service</u>. Except for the limited licenses and rights granted pursuant to the Agreement, Entrust retains all right, title, and interest in and to the Service, and all graphics, user interfaces, logos, and trademarks reproduced through the Service.

7.2. <u>Feedback</u>. "<u>Feedback</u>" refers to MSP's, Sub-MSPs', Tenants', and/or Users' suggestions, comments, or other feedback about the Service or other Entrust products and services. Even if designated as confidential, Feedback will not be subject to any confidentiality obligations binding Entrust. MSP (Sub-MSP or Tenant) hereby agrees that Entrust will own all Feedback and all associated intellectual property rights in or to Feedback, and MSP (Sub-MSP or Tenant) hereby assigns (and will cause all Sub-MSPs, Tenants and/or Users to assign) to Entrust all of MSP's, Sub-MSPs', Tenants', and Users' right, title, and interest thereto, including without limitation intellectual property rights.

8. CONFIDENTIAL INFORMATION.

8.1. <u>Nondisclosure</u>. During the Term and for a period of three (3) years thereafter, Receiving Party will not use Confidential Information (both as defined in Section 1.6) for any purpose other than as reasonably required in connection with the Service and/or the Agreement (the "<u>Purpose</u>"). Receiving Party: (a) will not disclose Confidential Information to any employee or contractor of Receiving Party unless such person needs access in order to facilitate the Purpose and is bound by confidentiality obligations with Receiving Party that are no less restrictive than those of this Article 8 *(Confidential Information)* and Receiving Party remains responsible for its representatives' compliance with the confidentiality obligations set forth in this Section 8.1 *(Nondisclosure)*; and (b) will not disclose Confidential Information to any other third party without the prior written consent of Disclosing Party (as defined in Section 1.6). Without limiting the generality of the foregoing, Receiving Party 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. Receiving Party will promptly notify Disclosing Party of any misuse or misappropriation of Confidential Information that comes to Receiving Party's attention. Notwithstanding the foregoing, Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Receiving Party will give Disclosing Party prompt notice of any such legal or governmental demand and reasonably cooperate with Disclosing Party in any effort to seek a protective order or otherwise contest such required disclosure, at Disclosing Party's expense. For purposes of this Article 8 *(Confidential Information)*, receipt and/or disclosure by a party's Affiliate (or in the case of an MSP, by one of its Sub-MSPs or Tenants) shall be deemed receipt and/or disclosure by such party.

8.2. <u>Exclusions</u>. Confidential Information does not include information that: (a) entered the public domain other than as a result of the act or omission of Receiving Party or a breach of the 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 the Disclosing Party; or (d) by written evidence, was known to or developed by the Receiving Party independent of and without access to, or reliance on the Disclosing Party's Confidential Information.

8.3. <u>Injunction</u>. Receiving Party agrees that breach of this Article 8 *(Confidential Information)* may cause Disclosing Party irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Disclosing Party may be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

8.4. <u>Return</u>. Upon termination of the Agreement, Receiving Party will return all copies of Confidential Information to Disclosing Party or certify, in writing, the destruction thereof.

9. REPRESENTATIONS & WARRANTIES.

9.1. <u>Warranty Disclaimers</u>. EXCEPT TO THE EXTENT SET FORTH IN THE SLA AND SECTION 13.8

(HARDWARE), MSP (SUB-MSP OR TENANT) ACCEPTS THE SERVICE AND ANYTHING ELSE PROVIDED IN CONNECTION WITH THE AGREEMENT "AS IS" AND AS AVAILABLE. ENTRUST AND ITS AFFILIATES, LICENSORS, SUPPLIERS, AND HOSTING PROVIDERS DISCLAIM ANY AND ALL REPRESENTATIONS, CONDITIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR SATISFACTORY QUALITY, OR ANY IMPLIED REPRESENTATIONS, CONDITIONS OR WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. ENTRUST AND ITS AFFILIATES, LICENSORS, SUPPLIERS, AND HOSTING PROVIDERS MAKE NO REPRESENTATIONS, CONDITIONS OR WARRANTIES REGARDING ANY THIRD-PARTY SOFTWARE OR THIRD PARTY SERVICE (INCLUDING ANY THIRD PARTY CLOUD SERVICE) WITH WHICH THE SERVICE MAY INTEROPERATE (INCLUDING, WITHOUT LIMITATION, BY WAY OF AN EXTENSION OR A THIRD PARTY INTEGRATION). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (A) ENTRUST AND ITS AFFILIATES, LICENSORS, SUPPLIERS, AND HOSTING PROVIDERS DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (B) ENTRUST AND ITS AFFILIATES, LICENSORS, SUPPLIERS, AND HOSTING PROVIDERS DO NOT REPRESENT OR WARRANT THAT THE SERVICE IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AUTHENTICATION RECORDS, CUSTOMER DATA, PROFILES, PERSONAL DATA WILL REMAIN PRIVATE, SECURE, OR UNCORRUPTED.

9.2. <u>Representations and Warranties Relating to Digital Credentials</u>. MSP represents and warrants (to the extent it is acting on behalf of Sub-MSP or Tenant) or shall cause Sub-MSP or Tenant to represent and warrant, and Sub-MSP and Tenant represent and warrant, that:
   (a) It has reviewed, accepted, and complied with all third party service provider terms and conditions required to design, issue and created Digital Credentials;
   (b) It acknowledges and agrees that Users will also be required to create certain accounts (or they may already have such accounts) with the third party service providers that are required for such Users to receive the Digital Credentials;
   (c) Its design, creation and issuance of Digital Credentials, including the related collection, use, and/or disclosure of customer or personal data, will not violate any applicable laws, including, without limitation, those relating to data protection, data security, and privacy; and
   (d) Before providing any customer data or personal data to the third party service provider(s) that are required to design, issue and created Digital Credentials, MSP, Sub-MSP or Tenant, as applicable, will have provided and/or obtained the requisite consents (if any) and made all requisite disclosures (if any) to Users, in accordance with all applicable laws, rules or regulations for the collection, use, and disclosure of the customer data or personal data, by or to the third party service provider.

10. INDEMNIFICATION.

10.1. <u>Indemnification by MSP</u>. MSP will indemnify, defend and hold harmless Entrust and its Indemnified Associates (as defined below in Section 10.4 (*Litigation & Additional Terms*)) from and against any and all Claims, arising out of or related to: (i) MSP's (Sub-MSP's or Tenant's) breach of the Agreement; (ii) Authentication Records, Customer Data, Profiles, Personal Data; or (iii) MSP's (Sub-MSP's or Tenant's) alleged or actual use of, misuse of, or failure to use the Service, including, without limitation: (a) Claims by Sub-MSPs, Tenants, Users, or by MSP's, Sub-MSP's, or Tenants' employees, subcontractors, agents, or customers; (b) Claims related to unauthorized disclosure or exposure of Authentication Records, Customer Data, Profiles, Personal Data; (c) Claims related to infringement, misappropriation or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the Service through MSP Account, including, without limitation, in Authentication Records, Customer Data, Profiles, Personal Data, or in any MSP, Sub-MSP, or Tenant branding; and (d) Claims related to the injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of MSP, Sub-MSPs,

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Tenants, Users, and/or any MSP's, Sub-MSPs' or its Tenants' employees, subcontractors or agents. Notwithstanding the foregoing, MSP will have no obligation to indemnify, defend and hold harmless Entrust and its Indemnified Associates from any Claim covered by Section 10.3 (*Indemnification by Entrust*) below.

10.2. <u>Indemnification by MSP,</u> Sub-MSP <u>or Tenant (as applicable)</u>. MSP, Sub-MSP, or Tenant, as applicable, will indemnify, defend and hold harmless Entrust and its Indemnified Associates (as defined below in Section 10.4 (Litigation & Additional Terms)) from and against any and all Claims, arising out of or related to: (i) MSP's, Sub-MSP's, and/or Tenant's breach of the third party service provider terms and conditions related to the Digital Credentials; (ii) any customer data or personal data provided to the third party service providers in the context of the design, creation and issuing of Digital Credentials; or (iii) Claims by Sub-MSPs, Tenants, Users, or by MSP's, Sub-MSP's, or Tenants' employees, subcontractors, agents, or customers relating to the third party service providers in the context of the design, creation and issuing of Digital Credentials, including, without limitation, Claims related to (a) unauthorized disclosure or exposure of customer data or personal data; (b) infringement, misappropriation or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the third party service provider platform(s); and (c) the injury to or death of any individual, or any loss of or damage to real or tangible personal property, caused by the act or omission of MSP, Sub-MSPs, Tenants, Users, and/or any MSP's, Sub-MSPs' or its Tenants' employees, subcontractors or agents.

10.3. <u>Indemnification by Entrust</u>. Entrust will defend MSP and MSP's Indemnified Associates against any and all Claims (excluding any Claims brought by MSP Affiliates, Sub-MSPs, Sub-MSP Affiliates, Tenants, Tenant Affiliates, and/or any Users) brought against MSP or MSP's Indemnified Associates alleging that the Service infringes any third party intellectual property rights. Entrust will pay any damages finally awarded by a court of competent jurisdiction against MSP and MSP's Indemnified Associates or settled by agreement which are attributable to such Claim. Entrust's obligations set for in this Section 10.3 (*Indemnification by Entrust*) do not apply to the extent that the Claim arises from: (i) MSP's (including MSP's Indemnified Associates), Sub-MSPs' or Tenants' breach of the Agreement; (ii) the Service being used in an manner not authorized pursuant to the Agreement, or being used in a manner or for a purpose other than that for which it was supplied, as contemplated by the Documentation; (iii) the Service having been modified without the written consent of Entrust; (iv) the combination of the Service with hardware or software not provided by Entrust (to the extent the Claim was related to such combination); (v) the use of any version of the Service other than the current, unaltered release, if such Claim would have been avoided by the use of a current unaltered release of the Service; (vi) any third-party software, third party service or other third party product on which the Service relies (e.g. hosting provider). The foregoing states Entrust's entire liability and MSP's sole and exclusive remedy with respect to any infringement or misappropriation of any intellectual property rights of any kind. This Section 10.3 (*Indemnification by Entrust*) and Section 10.5 (*Mitigation by Entrust*) will not apply to any Service provided (or licensed) for no fee including, without limitation, any free trial or evaluation of the Service pursuant to Article 3 (*Evaluation*).

10.4. <u>Litigation & Additional Terms</u>. The obligations of the indemnifying party pursuant to this Article 10 (*Indemnification*) include retention and payment of attorneys and payment of costs and expenses, as well as settlement at the indemnifying party's expense. The indemnified party or Indemnified Associate(s) must provide the indemnifying party prompt notice of the Claim and agree to reasonably to cooperate and provide assistance (at indemnifying party's sole expense) in the defense; 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. The indemnifying party will control the defense of any Claim, including appeals, negotiations, and any settlement or compromise thereof; provided that the indemnified party and Indemnified Associates 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. Entrust, MSP, Sub-MSP,

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Tenant, and/or their respective Indemnified Associates may participate in the defense of any Claim for which they are indemnified under this Article 10 (*Indemnification*) at their sole expense.

10.5. <u>Mitigation by Entrust.</u> If (i) Entrust is subject to (or is believes it may become subject to) an actual or potential Claim, or (ii) MSP (Sub-MSP or Tenant) provides Entrust with notice of an actual or potential Claim, Entrust may, at its sole option: (i) procure for MSP the right to continue to use the affected portion of the Service; (ii) modify or replace the affected portion of the Service with functionally equivalent or superior software so that MSP's use is non-infringing; or (iii) if (i) or (ii) are not commercially reasonable, terminate the MSP's license or access to the affected Service.

11. LIMITATION OF LIABILITY.

11.1. <u>Exclusion</u>. IN NO EVENT WILL ENTRUST BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR COSTS OF REPROCUREMENT) ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT AND THE SERVICE PROVIDED THEREUNDER.

11.2. <u>Dollar Cap</u>. ENTRUST'S TOTAL CUMULATIVE LIABILITY TO MSP (SUB-MSP OR TENANT), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT AND THE SERVICE PROVIDED THEREUNDER WILL NOT EXCEED THE FEES PAID TO ENTRUST BY MSP FOR THE SERVICE FROM WHICH THE LIABILITY AROSE IN THE TWELVE MONTHS PRIOR TO THE MONTH IN WHICH THE LIABILITY AROSE.

11.3. <u>Clarifications & Disclaimers</u>. THE LIABILITIES LIMITED BY ARTICLE 11 *(LIMITATION OF LIABILITY)* APPLY: (A) TO LIABILITY FOR NEGLIGENCE; (B) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (C) EVEN IF ENTRUST IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (D) EVEN IF MSP'S REMEDIES (SUB-MSP'S OR TENANT'S REMEDIES, IF ANY) FAIL OF THEIR ESSENTIAL PURPOSE. If applicable laws, rules or regulations limit the application of the provisions of Article 11 *(Limitation of Liability)*, Entrust's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Entrust's liability limits and other rights set forth in this Article 11 *(Limitation of Liability)* apply likewise to Entrust's Affiliates, and their respective licensors, suppliers, hosting providers, agents, directors, officers, employees, consultants, and any other representatives.

12. TERM, TERMINATION & SUSPENSION.

12.1. <u>Term</u>. The Agreement will commence on the Effective Date and, unless otherwise terminated pursuant to the Agreement, will expire on either the date the Trial Period ends, or, the date the applicable subscription term referenced in the Order Form for the Service expires (the "**Term**").

12.2. <u>Termination or Suspension for Cause</u>. Entrust may at its sole discretion suspend or terminate MSP's, Sub-MSPs', Tenants', and/or Users' access to the Service at any time, without advanced notice, if: (a) Entrust reasonably concludes that MSP, Sub-MSPs, Tenants, and/or Users have conducted themselves in a way (i) that is not consistent with or violates the requirements of the AUP, the Documentation, or is otherwise in breach of the Agreement; or (ii) in a way that subjects Entrust to potential liability or interferes with the use of the Service by other Entrust customers, tenants, and/or users; (b) Entrust deems it reasonably necessary to do so to respond to any actual or potential security concerns, including, without limitation, the security of other Entrust customers' (or other tenants' or users') information or any information or data processed by the Service; or (c) Entrust reasonably concludes that MSP, Sub-MSPs, Tenants, and/or Users are violating applicable laws, rules or regulations. Entrust may also, without notice, suspend MSP's, Sub-MSPs', Tenants', and/or User's access to the Service for scheduled or emergency maintenance. Termination of the Agreement in relation to a particular MSP shall also result

in the immediate termination of the Agreement in relation to all of their respective Sub-MSPs and Tenants.

12.3. Effects of Termination. Upon termination or expiration of the Agreement, all applicable licenses and access rights will immediately terminate, and MSP (Sub-MSP or Tenant) will cease all use of the Service, and delete, destroy, or return all copies of Entrust's Confidential Information, and the Documentation, in its possession or control. The following provisions in these Terms of Service will survive termination or expiration of the Agreement: Articles and Sections 7 (*IP & Feedback*), 8 (*Confidential Information*), 9 (*Representations & Warranties*), 10 (*Indemnification*), 11 (*Limitation of Liability*), 12.3 (*Effects of Termination*), 12.4, and 13 (*Miscellaneous*); and any other provision in these Terms of Service that must survive to fulfill its essential purpose. Termination is without prejudice to any right or remedy that may have accrued or be accruing to either party prior to termination. Termination will not relieve MSP from any obligation to pay Entrust any and all fees or other amounts due under the Agreement.

12.4. In the context of MSP, Sub-MSP, and/or Tenant's design, management and/or issuance of Digital Credentials, the MSP, Sub-MSP, and/or Tenant will be agreeing to certain third party service provider terms and conditions directly with the third part service provider(s). Entrust has no control over any related termination or suspension of such terms and conditions or the impact such termination or suspension may have on the Digital Credentials-related aspect of the Service.

13. MISCELLANEOUS.

13.1. Conflicts. In the event of a conflict or differences between the Terms of Service, an Order Form, and any additional agreements, policies, or terms and conditions referenced therein ("Additional Documents"), the order of precedence shall be as follows:
(a) Terms of Service (including any Additional Documents incorporated by reference); and
(b) Order Form.
An omission, whether deliberate or inadvertent, is not by itself to be construed as giving rise to a conflict.

13.2. Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither party may make commitments on the other party's behalf. The parties agree that no Entrust employee or contractor is or will be considered an employee of MSP (Sub-MSP or Tenant).

13.3. Publicity. MSP (Sub-MSP or Tenant) agrees to participate in Entrust's press announcements, case studies, trade shows, or other marketing reasonably requested by Entrust. During the Term and for thirty (30) days thereafter, MSP (Sub-MSP or Tenant) grants Entrust the right, free of charge, to use MSP's (Sub-MSP's or Tenant's) name and/or logo, worldwide, to identify MSP (Sub-MSP or Tenant) as such on Entrust's website or other marketing or advertising materials.

13.4. Extensions. MSP's (Sub-MSP's or Tenant's) use of any Extension shall be subject to a separate end user license agreement (or other applicable agreement) between MSP (Sub-MSP or Tenant) and Entrust (or one of its Affiliates).

13.5. Inclusion of Entrust Affiliates. Entrust may use one or more Affiliate(s) to perform its obligations under the Agreement, provided that such use will not affect Entrust's obligations hereunder.

13.6. MSP, Sub-MSP, or Tenant Affiliates. MSP, Sub-MSPs, and Tenants are not permitted to utilize the "service provider" functionality of the Service. If a MSP Affiliate wishes to use the Service, they must enter into the "Agreement" with Entrust as a separate MSP. If a Sub-MSP or Tenant Affiliate wishes to use the Service, then their MSP must create a separate tenancy for them, and such Sub-MSP or Tenant Affiliate must enter into the "Agreement" with Entrust as a separate Sub-MSP or Tenant.

13.7. Third-Party Service Providers. MSP (Sub-MSP or Tenant) consents to, and will obtain all Sub-MSPs',

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Tenants', and/or Users' consents necessary for, Entrust's use of third-party service providers, including, without limitation, the hosting provider (who may further utilize subcontractors) in the provision of the Service. MSP (Sub-MSP or Tenant) acknowledges and agrees that Authentication Records, Customer Data, Profiles, Personal Data, and/or Service Data may be transmitted to, processed by and/or reside on computers operated by the Entrust authorized third parties (e.g. Entrust's hosting provider) who perform services for Entrust. These third parties may use or disclose such Authentication Records, Customer Data, Profiles, Personal Data and/or Service Data to perform the Service on Entrust's behalf or comply with legal obligations. Unless otherwise required by applicable laws, rules or regulations, and without limiting the generality of Article 11 (*Limitations of Liability*), Entrust shall have no responsibility or liability for MSP's (Sub-MSP's or Tenant's) failure to obtain any of the consents or disclosures described in this Section 13.7 *(Third-Party Service Providers)*.

13.8. <u>Hardware</u>. If, in conjunction with the Service or otherwise, any Hardware is sold by Entrust to MSP, such Hardware will be sold pursuant to the applicable Entrust terms and conditions of sale for such Hardware.

13.9. <u>Notices</u>. All notices to Entrust under the 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 1187 Park Place, Shakopee, Minnesota, 55379, United States of America. All notices to MSP under the Agreement will be provided electronically or by certified or registered mail (return receipt requested) to MSP at the addresses which MSP has provided to Entrust and will be deemed to have been duly given when sent. For Entrust, all notices must be sent Attention: Legal Department. Any notices to Sub-MSPs or Tenants under the Agreement shall be deemed duly given by Entrust providing MSP such notice.

13.10. <u>Force Majeure</u>. In no event shall Entrust be deemed in default or liable for any loss or damage resulting from the failure or delay in the performance of its obligations under the Agreement, arising out of or caused by, directly or indirectly, a Force Majeure Event. "**Force Majeure Event**" means any event or circumstance beyond Entrust's reasonable control, including but not limited to, 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, changes in applicable laws or regulations, and shelter-in-place or similar orders, and acts or defaults of third party suppliers or service providers.

13.11. <u>Assignment & Successors</u>. MSP (Sub-MSP or Tenant) may not assign, transfer or sublicense the Agreement or any of its rights or obligations thereunder without Entrust's express written consent. An assignment will be deemed to include any merger of MSP (Sub-MSP or Tenant) with another party, whether or not MSP (Sub-MSP or Tenant) is the surviving entity, the acquisition of more than 50% of any class of MSP's (Sub-MSP's or Tenant's) voting stock by another party, or the sale of more than 50% of MSP's (Sub-MSP's or Tenant's) assets. Except to the extent forbidden in this Section 13.11 *(Assignment & Successors)*, the Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.

13.12. <u>Severability</u>. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause 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, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of the Agreement will continue in full force and effect.

13.13. <u>No Waiver</u>. Neither party will be deemed to have waived any of its rights under the Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of the Agreement will constitute a waiver of any other breach of the Agreement.

13.14. <u>Choice of Law & Jurisdiction</u>: The Agreement will be governed solely by the internal laws of the State of Minnesota, United States, including, without limitation, applicable federal law, without reference to or application of: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the United Nations Convention on Contracts for the International Sale of Goods; (c) the Uniform Computer Information Act, or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal courts and Minnesota state courts located in Hennepin County, Minnesota, United States. This Section 13.14 (*Choice of Law & Jurisdiction*) governs all claims arising out of or related to the Agreement, including without limitation tort claims.

13.15. <u>Construction</u>. The parties agree that the terms of the Agreement result from negotiations between them, and shall not be construed in favor of or against either party by reason of authorship.

13.16. <u>Export Compliance</u>. MSP (Sub-MSP or Tenant) 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 MSP's (Sub-MSP's or Tenant's) use of the Service. In addition,

(a) MSP (Sub-MSP or Tenant) each represent and warrant that:

(i) they are legally distinct from, not acting on behalf of, and not associated with any individuals or entities appearing on US or Canadian sanctions lists ("Blocked Persons"). "Associated" for purposes of the Agreement means the MSP (Sub-MSPs or Tenants) and/or their respective affiliates and subsidiaries are owned in the aggregate, directly or indirectly, fifty (50%) percent or more by one or more Blocked Persons, or the Blocked Person is an employee, executive, director, or other individual or entity exercising control, directly or indirectly, over the MSP, Sub-MSPs, and/or its Tenants. The US Treasury Department, Office of Foreign Assets Control ("OFAC") sanctions lists can be found at https://sanctionssearch.ofac.treas.gov/. The Canadian listed persons and sanctions lists can be found at https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/listed_persons-personnes_inscrites.aspx?lang=eng;

(ii) they are legally distinct from, and not an agent of any individuals or entities appearing on the US Department of Commerce, Bureau of Industry and Security ("BIS") Denied Persons List, Unverified List, and Entity List. BIS Denied Persons List can be found at https://www.bis.doc.gov/index.php/the-denied-persons-list, Unverified List can be found at https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=15:2.1.3.4.28#ap15.2.744_122.6 and, the BIS's Entity List can be found at https://www.bis.doc.gov/index.php/documents/regulations-docs/2326-supplement-no-4-to-part-744-entity-list-4/file; and

(iii) in the event any of the above statements and representations in (i) to (ii) are incorrect or the MSP (Sub-MSP or Tenant) engages in any conduct that is contrary to sanctions, any agreements, purchases order, performance of services, or other contractual obligations of Entrust are immediately terminated.

(b) MSP shall comply with all applicable laws, rules and regulations relating to its assignment of Sub-MSPs, Tenants, and Users under its MSP Account. MSP shall not enter into support agreements with Blocked Persons or entities or persons prohibited under US or Canadian export control laws or regulations, including the Export Administration Regulations. Entrust products and services may never be provided to an entity or individual located or residing in Cuba, Iran, North Korea, Syria or the Crimea region of Ukraine. MSP shall notify Entrust without undue delay if it becomes aware that it has entered into a support agreement in violation of any applicable sanctions or export control laws, rules and regulations. MSP shall also without undue delay take all steps necessary in order to mitigate any such violation.

13.17. <u>Entire Agreement</u>. The Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications. The parties acknowledge and agree that the terms and conditions of any MSP document (e.g. a purchase order), in either electronic or written form, issued by MSP to confirm MSP's purchase of the Service, shall not be binding upon the parties or in any way modify, amend, or supersede the terms and conditions of the Agreement and any such MSP document shall be deemed to incorporate the terms of the Agreement by reference.

13.18. <u>Amendment</u>. The Agreement may be amended by Entrust from time to time by posting a new version on its website, and such new version will become effective on the date it is posted except that if Entrust modifies the Agreement (including these Terms of Service, and any other document incorporated herein by reference) in a manner which materially reduces MSP's (Sub-MSP's or Tenant's) rights or increases MSP's (Sub-MSP's or Tenant's) obligations and such changes are not required for Entrust to comply with applicable laws, the changes will become effective sixty (60) days after Entrust provides MSP written notice of changes (email or posting notice at the Service portal to suffice as adequate notice). If MSP objects in writing during that sixty (60) day period, the changes to the Agreement (including these Terms of Service, and any other document incorporated herein by reference) will become effective at the end of MSP's current subscription term. Notwithstanding the foregoing, provisions of this Section 13.18 (*Amendment*), amendment of the AUP is governed by the AUP.

13.19. <u>Insurance</u>. MSP shall have and maintain in force appropriate insurance with reputable authorised insurers of good financial standing which shall cover the liability of MSP for the performance of its obligations under the Agreement. MSP shall provide to Entrust, upon written request from Entrust but not more than once in any twelve (12) month period, written confirmation from the arranging insurance brokers that such insurances are in effect. The provisions of any insurance or the amount of coverage shall not relieve MSP of any liability under the Agreement. It shall be the responsibility of MSP to determine the amount of insurance coverage that will be adequate to enable MSP to satisfy any liability in relation to the performance of its obligations under the Agreement.

13.20. <u>Language</u>. The definitive version of this Agreement (including without limitation the Documentation and any user interface) is written in English. If this Agreement (including without limitation the Documentation and any user interface) is translated into another language and there is a conflict between the English version and the translated version, the English language version controls.