Adaptive Issuance Instant ID as a Service

Terms Of Service (Entrust Tenant)

The Agreement for Entrust's Adaptive Issuance Instant ID as a Service Offering ("IIDaaS") is made up of these terms of service (Entrust Tenant) (the "IIDaaS Schedule (Entrust Tenant)"), the Entrust General Terms and Conditions available at https://www.entrust.com/general-terms.pdf ("General Terms"), and an Order for IIDaaS (Entrust Tenant). Capitalized terms not defined herein have the meanings given to them in the General Terms.

You, as the individual accepting the Agreement (as defined in the General Terms), represent and warrant that you are lawfully able to enter into contracts (e.g. you are not a minor). If you are entering into the Agreement on behalf of a legal entity, for example, the company or organization you work for, you represent to 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 OR USE THE OFFERING. THE CONTINUED RIGHT TO ACCESS AND USE THE OFFERING IS CONTINGENT ON CONTINUED COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT BY YOU (OR BY THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING ACCEPTANCE).

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

1. Definitions. The following capitalized terms have the meanings set forth below whenever used in this IIDaaS Schedule (Entrust Tenant).

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

1.2. "AUP" means Entrust's acceptable use policy, as may be modified from time to time, available on Entrust's website at https://www.entrust.com/legal-compliance/terms-conditions/adaptive-issuance-iidaas-entrust-tenant.

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

1.4. "Customer Account" means the account Customer sets up through the Hosted Service once Customer has agreed to the terms and conditions of the Agreement.

1.5. "Customer Data" means any data, or information that is supplied to Entrust (or its sub-processors) on Customer's behalf, through the Customer Account or otherwise in connection with Customer's or its Users' use of the Hosted Service (including without limitation, device and computer information). Customer Data may include Personal Data, but excludes Service Data, Profile data, Customer Confidential Information and Excluded Data.

1.6. "Customer Systems" means computer systems or networks under the ownership, possession or control of Customer, in which the Hosted Service is being used to authenticate Users' access.

1.7. "Documentation" means written materials prepared by Entrust (or its licensors or service providers) relating to the Hosted Service, including, without limitation, guides, manuals, instructions, policies, reference materials, professional services bundle descriptions, 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 Hosted Service, all as may be modified from time to time.

1.8. "Extension" means an Entrust suite, configuration file, add-on, software integration, technical add-on, example module, command, function or application separately licensed by Entrust to Customer, that extends the features or functionality of third-party software or services separately licensed or lawfully accessed by Customer. For clarity, an Extension shall not form part of the Hosted Service

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

1.10. "Hosted Service" means, in this IIDaaS Schedule (Entrust Tenant), the Entrust cloud-based platform used to facilitate the: (i) design, (ii) enrollment, and (iii) issuance of Credentials using the Hardware and the IIDaaS Ribbon, which Entrust hosts on its (or its hosting providers') computers.

1.11. "IIDaaS Ribbon" means the Entrust supply that, once installed in the Hardware, allows the Customer access to the Hosted Service.

1.12. "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.

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

1.14. "SLA" means Entrust's standard service level agreement for the Hosted Service, as may be modified from time to time, available on Entrust's website at https://www.entrust.com/legal-compliance/terms-conditions/adaptive-issuance-iidaas-entrust-tenant.

1.15. "Third-Party Integrations" has the meaning set out in Section 4.7 (*Third-Party Integrations*).

1.16. "User" has the meaning set out in the General Terms, and in this IIDaaS Schedule (Entrust Tenant) includes any individual end user: (i) whose accesses to or use of the Hosted Service through the Customer Account via the Hosted Service portal or otherwise is subject to authentication by the Hosted Service (e.g. an admin), or (ii) who is issued Credentials through the Hosted Service.

2. Hosted Service.

2.1. Hosted Service. Customer receives no rights to the Hosted Service other than those specifically granted in Section 2.1 (Hosted Service).

2.1.1. Right to Access and Use. Subject to Customer's compliance with the Agreement, Entrust grants Customer, during the Term, a personal, worldwide, non-exclusive, non-transferable, non-sub-licensable right to access and use the Hosted Service: (i) via the Hosted Service portal or otherwise (ii) in accordance with the AUP; (iii) in accordance with the Documentation; (iv) in accordance with any specifications or limitations set out in the Order or imposed by technological means of the capabilities of the Hosted Service that Customer is permitted to use, such as limits associated with number of Users, or bundle entitlements, etc.; (v) 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; and (vi) subject to the general restrictions set out in Section 6 of the General Terms (*Customer's Responsibilities*).

2.1.2. Licenses from Customer. Customer grants to Entrust a non-exclusive, nontransferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use any trademarks that Customer provides Entrust for the purpose of including them in Customer's user interface of the Hosted Service ("Customer Trademarks").

2.1.3. Service Levels. The sole remedies for any failure of the Hosted Service are listed in the SLA. Entrust is not required to issue refunds for or to make payments against such service credits under any circumstances.

2.1.4. Hosted Service Revisions. Entrust may modify or eliminate Hosted Service features and functionality at any time. Additionally, Entrust may add, reduce, eliminate or revise service levels at any time where a third-party service level agreement applicable to the Hosted Service has been changed. Where any such change will cause a material detrimental impact on Customer, Entrust will take commercially reasonable efforts to provide Customer sixty (60) days prior written notice (email or posting notice at the Hosted Service portal constitutes written notice).

2.1.5. Users; Configuration and Security Measures. Customer is responsible and liable for any and all acts and/or omissions of its Users in relation to or breach of the Agreement or otherwise in relation to Users' access to and use of the Hosted Service. Customer will (i) only permit Users access to and use of the Hosted Service in combination with Customer's products or systems; (ii) prohibit any User from decompiling, reverse engineering or modifying the Hosted Service (except as and only to the extent any foregoing restriction is prohibited by applicable laws, rules, or regulations); (iii) make no representations or warranties regarding the Hosted Service to Users for or on behalf of Entrust; (iv) not create or purport to create any obligations or liabilities on or for Entrust regarding the Hosted Service. Customer is also responsible and liable for: (a) account usernames, passwords and access tokens; (b) the configuration of the Hosted Service to meet its own and its Users' requirements; (c) Customer Data, Profiles, Personal Data, and any other data uploaded to the Hosted Service through the Customer Account or otherwise by Customer or its Users; (d) Customer's or its Users' access to and use of the Hosted Service; (e) any access to and use of the Hosted Service through the Customer Account; and (f) maintaining adequate security measures and the legally required protection for Customer Systems and data in Customer's possession or control or data otherwise residing on Customer Systems.

2.2. Documentation. Customer may use the Documentation solely as necessary to support Customer's access to and use of the Hosted 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 Customer.

2.3. Support. Entrust provides the support commitments set out in the Support Schedule available at https://www.entrust.com/legal-compliance/terms-conditions/adaptive-issuance-iidaas-entrust-tenant for the Hosted Service.

2.4. Unauthorized Access. Customer will notify Entrust immediately of any known or suspected unauthorized use of the Hosted Service or breach of its security and will use best efforts to stop such breach or unauthorized use. The foregoing shall not reduce Customer's liability for all its Users.

3. Fees. Customer will pay the costs and fees (if any) for the Hosted Service as set out in the applicable Order, which are payable in accordance with the Order and the General Terms.

4. Data and Privacy.

4.1. Customer Data; Profiles; Authentication Records; Personal Data. Customer acknowledges and agrees that the Hosted Service requires certain Customer Data, Profiles, and Personal Data, in order to operate. Use of the Hosted Service by Customer and Users will also generate Authentication Records. Customer 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, store, transmit, display, view, print or otherwise use 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.

4.2. Service Regions. Customer will select the geographic region(s) (each a "Service Region") where Authentication Records, Customer Data, Profiles and Service Data will be stored (subject to any limitations of Entrust's hosting providers). With respect to the Authentication Records, Customer Data, Profiles and Service Data, and any Personal Data contained therein, that Entrust may collect hereunder, Customer consents to the storage in and/or the transfer into, the Service Region(s) which the Customer has selected. Notwithstanding the foregoing, Customer acknowledges and agrees: (i) that Entrust may send short message service (SMS) messages through the United States and/or Canada as part of the Hosted Service; and (ii) Customer's billing information may be stored in the United States and/or Canada.

4.3. Profiles; Service Data; Use of Data. 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.

4.4. Consents. Customer represents and warrants that, before authorizing a User to use the Hosted Service and before providing Customer Data or Personal Data to Entrust, Customer will have obtained from Users the requisite consents (if any) or satisfied other legal basis of processing Personal Data, 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 Entrust (including by any of its applicable subcontractors or hosting service providers) in accordance with the Agreement.

4.5. Consents Relating to Extensions. Customer acknowledges and agrees 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 Hosted Service, and, by enabling such third-party software or third-party services (including cloud services) Customer agrees to such downloads. Customer represents and warrants that, before using any Extension, Customer will have obtained from Users the requisite consents (if any) or satisfied other legal basis of processing Personal Data, 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 Customer-licensed third-party software or third-party services (including cloud services) enabled by the Extension.

4.6. Consents Relating to Third-Party Service Providers. Customer consents to, and represents and warrants that it will obtain all Users' consents necessary for, Entrust's use of third-party service providers, including, without limitation, hosting providers (who may further utilize subcontractors) in the provision of the Hosted Service. Customer acknowledges and agrees that Authentication Records, Customer Data, Profiles, Personal Data, and 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 providers) who perform services for Entrust. These third parties may use or disclose such Authentication Records, Customer Data, Profiles, Personal Data, and Service Data to perform the Hosted 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 Section 11 (*Liability*) of the General Terms, Entrust shall have no responsibility or liability for Customer's failure to obtain any of the consents or disclosures described in this Section (*Consents Relating to Third-Party Service Providers*).

4.7. Third-Party Integrations. Customer may enable integrations between the Hosted Service and certain third-party services contracted by Customer (each, a "Third-Party Integration"). By enabling a Third-Party Integration between the Hosted Service and any such third-party services, Customer is expressly instructing Entrust to share all Authentication Records, Customer Data, Profiles, Personal Data, and/or Service Data, necessary to facilitate the Third-Party Integration. Customer is responsible for providing any and all instructions to such third part services provider about the use and protection of such Authentication Records, Customer Data, Profiles, Personal Data, and/or Service Data. Customer acknowledges and agrees that Entrust is not a sub-processor for any such third-party services providers in relation to any Personal Data contained in the aforementioned data or information, nor are any such third-party services providers sub-processors of Entrust in relation to any Personal Data contained in the aforementioned data

or information.

4.8. Data Accuracy. Entrust will have no responsibility or liability for the accuracy of data uploaded to the Hosted Service by Customer or its Users, including, without limitation, Customer Data, Profiles, and Personal Data. Customer shall be solely responsible for the accuracy, quality, integrity, and legality of Customer Data or Personal Data and the means by which Customer acquired them.

5. Feedback.

5.1. Feedback. "Feedback" refers to Customer's suggestions, comments, or other feedback about the Hosted Service or other Entrust products and services. Even if designated as confidential, Feedback will not be subject to any confidentiality obligations binding Entrust. Customer hereby agrees that Entrust will own all Feedback and all associated intellectual property rights in or to Feedback, and Customer hereby assigns to Entrust all of Customer's right, title, and interest thereto, including without limitation intellectual property rights.

6. Warranty Disclaimers.

6.1. Warranty Disclaimers. For the purposes of this IIDaaS Schedule (Entrust Tenant), the following is added to the disclaimer of warranties in the General Terms: Entrust makes no representations, conditions or warranties: (i) that the Hosted Service will be free of harmful components; (ii) that Authentication Records, Customer Data, Profiles, Personal Data, and/or Service Data or any other Customer content or data stored in, transferred to or from, or otherwise processed by the Hosted Service, including in transit, will not be damaged, stolen, accessed without authorization, compromised, altered, or lost.

7. Indemnities.

7.1. In addition to the indemnification obligations in the General Terms, Customer agrees to defend, indemnify and hold harmless Entrust, its Affiliates and licensors, and each of their respective employees, officers, directors, and representatives against any and all third party claims, demands, suits or proceedings, fines, costs, damages, losses, settlement fees, and expenses (including investigation costs and attorney fees and disbursements) arising out of or related to: (i) Customer's breach of Section 4 (*Data and Privacy*); (ii) the unauthorized disclosure or exposure of Authentication Records, Customer Data, Profiles, Personal Data, or Excluded Data provided by the Customer or its Users; (iii) a violation of applicable law by Customer or its Users, or in relation to Customer Data; (iv) an allegation of 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 Hosted Service through the Customer Account, including, without limitation, in Authentication Records, Customer Data, Profiles, Personal Data, or in any Customer branding; (v) a dispute between Customer and any User, or a claim by a User; or (vi) 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 Customer (each of (i)-(vi), an additional "Customer Indemnified Claim" as such term is used in the General Terms).

8. Term, Termination and Suspension.

8.1. Term. . Unless otherwise specified on the Order, the Offering Term for the Hosted Service will commence on the date the Customer installs the IIDaaS Ribbon in the Hardware and will continue in effect, unless terminated in accordance with the Agreement.

8.2. Termination. In addition to the termination rights in the General Terms, Entrust may terminate the Agreement for the Hosted Service (i) if Customer commits a material breach of this IIDaaS Schedule (Entrust Tenant) and fails to remedy such material breach within 30 days (or such longer period as Entrust may approve in writing) after delivery of the breach notice; and (ii) for any reason by providing Customer advance notice of at least ninety (90) days, unless Entrust discontinues the general commercial availability of the Service, in which case Entrust may terminate the Agreement upon eighteen months' notice to Customer.

8.3. Termination or Suspension by Entrust. Entrust may, at its sole discretion, suspend or terminate Customer's or its Users' access to the Hosted Service at any time, without advanced notice, if: (i) Entrust reasonably concludes that Customer or its Users' have conducted themselves in a way (a) that is not consistent with or violates the requirements of the AUP, the Documentation, or is otherwise in breach of the Agreement; or (b) in a way that subjects Entrust to potential liability or interferes with the use of the Hosted Service by other Entrust customers or users; (ii) 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 users' information or data processed by the Hosted Service; or (iii) Entrust reasonably concludes that Customer or Users are violating applicable laws, rules or regulations. Entrust may also, without notice, suspend Customer's or User's access to the Hosted Service for scheduled or emergency maintenance. Termination of the Agreement will result in termination of all Orders.

8.4. Effects of Termination. Without limiting the generality of the effects of termination set out in the General Terms, upon termination or expiration of the Hosted Service, Entrust will have no further obligation to provide the Hosted Service, Customer will immediately cease all use of the Hosted Service, and Customer will return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof, destroy any copies of Documentation, and delete any Software in its possession or control. Termination is without prejudice to any right or remedy that may have accrued or be accruing to either party prior to termination. Any provision of this Agreement which contemplates or requires performance after the termination of this Agreement or that must survive to fulfill its essential purpose, including the terms of this Section (*Effects of Termination*), confidentiality, disclaimers, limitations and exclusions of liability, and any payment obligations, will survive the termination and continue in full force and effect until completely performed. Termination or expiration (non-renewal) of the Agreement also terminates the parties' ability to enter into any new Orders (including Orders to renew). Termination will not relieve Customer (directly or through an authorized reseller) from any obligation to pay Entrust any and all fees or other amounts due under the Agreement.

9. Miscellaneous.

9.1. Publicity. Customer 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, Customer grants Entrust the right, free of charge, to use Customer's name and/or logo, worldwide, to identify Customer as such on Entrust's website or other marketing or advertising materials.

9.2. Extensions and Third-Party Integrations. Customer's use of any Extension shall be subject to a separate end user license agreement (or other applicable agreement) between Customer and Entrust (or one of its Affiliates). Customer's use of any Third-Party Integration shall be subject to the separate end user license agreement (or other applicable agreement) between Customer with the relevant third party (e.g. service provider that provides the service which is the subject of the Third-Party Integration).

9.3. Compliance with Applicable Laws. In addition to Customer's compliance obligations in the General Terms, Customer is responsible for ensuring that its use of the Hosted Service, any Extensions, and any Third Party Integrations, complies with, and Customer will comply with its obligations under all applicable laws, rules or regulations, including, without limitation, all applicable privacy and data protection laws, rules or regulations governing the protection and transfer of Authentication Records, Customer Data and Profiles (including all Personal Data contained therein), and/or Service Data.

9.4. Amendment. This IIDaaS Schedule (Entrust Tenant) 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 this IIDaaS Schedule (Entrust Tenant) in a manner which materially reduces Customer's rights or increases Customer'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 Customer written notice of changes (email or posting notice at the Hosted Service portal to suffice as adequate notice). The changes described in this Section 9.5 (Amendment) will become effective immediately at the end of the notice period specified herein and will be deemed to modify and supplement the terms of the Agreement. Customer's continued use of the Offering following such notice will constitute

Customer's binding acceptance of the change. If any modification is unacceptable to Customer, Customer's only recourse is to terminate the Agreement within ten (10) days of such notice, without any recourse for damages or compensation of any form from Entrust. In such event, the Agreement will be terminated as of the date of the Customer's notice of non-acceptance of the changes.. Notwithstanding the foregoing, provisions of this Section (*Amendment*), amendment of the AUP is governed by the AUP. This IIDaaS Schedule (Entrust Tenant) may not be modified by Customer except by formal agreement in writing executed by both parties.

10. Insurance. Customer shall have and maintain in force appropriate insurance with reputable authorized insurers of good financial standing which shall cover the liability of Customer for the performance of its obligations under the Agreement. Customer 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 Customer of any liability under the Agreement. It shall be the responsibility of Customer to determine the amount of insurance coverage that will be adequate to enable Customer to satisfy any liability in relation to the performance of its obligations under the Agreement.