



Advanced Electronic Signature Terms

The terms in this Advanced Electronic Signature Exhibit apply to Customer's access to and use of Advanced Electronic Signature (as defined below), in addition to the terms set forth in the Agreement. With respect to Customer's access and use of Advanced Electronic Signature, the terms in this Advanced Electronic Signature Exhibit take precedence over any other conflicting or inconsistent terms in the Agreement. Capitalised terms in this Exhibit have the same meaning as in the Agreement, unless expressly defined otherwise in this Exhibit.

1. Definitions

- 1.1. **"Advanced Electronic Signature"** means, in this Advanced Electronic Signature Exhibit, the specific components, functionalities, and services derived from or powered by the Workflow Signing Cloud Services, together with the identity verification capabilities provided through the Services. Advanced Electronic Signature includes only those features expressly described in the Documentation and does not include, nor grant access to, the full scope of services available under the standalone Workflow Signing Cloud Services offering.
- 1.2. **"Documentation"** means written materials prepared by Entrust (or its licensors or service providers) relating to the Advanced Electronic Signature feature, 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 Advanced Electronic Signature feature, all as may be modified from time to time.
- 1.3. **"Customer Content"** means any data, text or other content that Customer or any User transfers to Entrust for processing, storage or hosting by, or otherwise sent, received or accessible through, the Service, and any computational results that Customer or any User derives from the foregoing through its use of the Service, and includes any branding, logos or trademarks provided by Customer or its Users.
- 1.4. **"Documents to Sign"** means the unsigned electronic documents provided by Customer for execution by a single Signer using a designated signing flow designed to support higher levels of assurance, including those consistent with advanced electronic signature standards such as the EU eIDAS Regulation.
- 1.5. **"Signed Documents"** means the electronic documents electronically signed and executed by the Signer following successful identification and authentication ("IDV") performed through the Services. Such IDV may include, without limitation, the submission of government-issued identification and the use of biometric verification or other identity verification measures.
- 1.6. **"Signer"** means the User invited to apply a digital signature using the Service.
- 1.7. **"Workflow Signing Cloud Services"** means Entrust's cloud platform providing tools for digital document signature, including access to remote verification/authentication tools.

2. Advanced Electronic Signature Details

- 2.1. Advanced Electronic Signature Provisioning. Following the completion and set-up of the Advanced Electronic Signature feature, Entrust will provide the Advanced Electronic Signature feature in accordance with the Documentation and Customer's Order(s) for Advanced Electronic Signature. For clarity, Advanced Electronic Signature is subject to the operational limitations set out in the Documentation such as maximum number of documents per transaction, file size, numbers of pages, logins, authentications and Signers. For additional clarity, Entrust does not assume any responsibility under this Exhibit for compliance with any digital signature legislation or other external requirements in any jurisdiction.

- 2.2. Workflow Signing Cloud Services Revisions. Entrust may modify Advanced Electronic Signature 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 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 on Entrust's website constitutes written notice). It will be Customer's responsibility to notify its Users of any such changes.
 - 2.3. Customer-requested Modifications. If Customer wishes to have modifications made to the Advanced Electronic Signature solution beyond the inherent configurability and flexibility described in the Agreement and applicable Documentation ("Customer-Requested Modifications"), these would require separate written agreement between the parties, including agreement on fees, support, and other responsibilities for such Customer-Requested Modifications. Any Customer-Requested Modifications are outside the scope of this Exhibit.
3. **Customer Infrastructure and Access Controls.**
- 3.1. Network Requirements. Customer is responsible for procuring, maintaining, monitoring and supporting its communications infrastructure, network (LAN or WAN), and all components that connect to the Service(s), including facilities to terminate VPN tunnels as specified by Entrust, and any components identified as being on Customer's site or environment in the Documentation. Entrust assumes no responsibility for the reliability or performance of any connections as described in this paragraph for any such external infrastructure, nor for any service degradation or failures caused by network connectivity of such external infrastructure.
4. **Disclaimers.**
- 4.1. Customer acknowledges that Entrust does not monitor or review the Documents to Sign. To the extent required by Customer, Customer is responsible for ensuring that use of Advanced Electronic Signature in the manner provided by Entrust results in valid and enforceable Signed Documents in accordance with any applicable laws in which Customer operates. It is solely Customer's responsibility to review all relevant verification results to determine whether the Signer has been adequately verified. Entrust makes no representations regarding the sufficiency, timing, or outcome of such verification.
 - 4.2. Entrust:
 - 4.2.1. provides no conditions, warranties, representations or undertakings in relation to the validity or enforceability of the underlying Signed Documents; and
 - 4.2.2. has no liability in connection with the validity or enforceability of the Signed Documents, reliance on Advanced Electronic Signature under applicable laws, or for any breach by the Customer and its User(s).
 - 4.3. Advanced Electronic Signature is intended to support execution of Signed Documents in workflows to promote higher levels of assurance. Advanced Electronic Signature is not a standalone service and will only function in workflows that include both (i) a document capture and verification task, and (ii) a biometric capture and verification task, each of which must have been previously purchased by Customer, whether as part of its initial purchase of Entrust's Identity Verification services, through a separate add-on, or as otherwise contractually acquired. Customer acknowledges that Advanced Electronic Signature cannot be activated or used independently of these supporting tasks and Entrust makes no representations or warranties regarding its functionality outside of properly configured workflows that include such prerequisite components.



5. **Customer Content.**

- 5.1. Storage. Customer is responsible for keeping its own copies of Customer Content for storage, backup, evidentiary and other purposes outside of the Hosted Services. Customer Content is only stored in the Hosted Services temporarily, and for no longer than necessary for Entrust's provision of the Hosted Services in accordance with the Agreement. Entrust may impose a maximum limit on the amount of storage space or data traffic that the Customer may use each month in connection with the Hosted Services.
 - 5.2. Authorization. Customer hereby grants Entrust (including any of its applicable Affiliates, subcontractors or hosting service providers): (a) all rights and consents required for the collection, use, and disclosure of the Customer Content in accordance with the Agreement; and (b) a non-exclusive, nontransferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use any trademarks that Customer uploads into the Hosted Service for the purpose of applying Customer's branding to portions of the Hosted Service. Customer represents and warrants that Customer (and/or Users) has or will have sufficient rights to enable Customer and its Users to transfer the Customer Content to Entrust and grant Entrust the rights set out above.
 - 5.3. Customer Content. Entrust agrees to access and use the Customer Content only to the extent necessary to provide the Hosted Service, or as necessary to comply with law or a binding order of a government body. Notwithstanding the forgoing, this information may be processed for the purposes of billing, providing Support and to investigate fraud, abuse or violations of this Agreement in the United States, Canada and other locations where Entrust maintains its support and investigation personnel.
6. **Suspension.** In the event that Entrust suspects any breach of the Agreement by Customer and/or Users, Entrust may suspend Customer's, and/or such Users' access to and use of the Hosted Service without advanced notice, in addition to such other remedies as Entrust may have pursuant to the Agreement. Nothing in the Agreement requires that Entrust take any action against any Customer, User or other third party for violating the Agreement, but Entrust is free to take any such action at its sole discretion.