



ENTRUST

DYNAMIC EMV SOLUTION SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT

This Dynamic EMV Solution Software Subscription and Services Agreement, together with the Order defined below and any applicable schedule which is incorporated herein (collectively the “**Agreement**”) is made and entered into as of the date set forth on the Order (the “**Effective Date**”) by and between Entrust Corporation, a Delaware corporation with its principal place of business at 1187 Park Place, Shakopee, MN 55379 (“**Entrust**”), and the purchasing entity named in the Order (“**Customer**”), either or both of which may be referred to as the “**Party**” or the “**Parties.**”

An “**Order**” means (i) a Customer-issued purchase order (excluding any Customer provided terms and conditions thereon) that refers to a valid Entrust quote for the purchase of Software, defined below, and incorporates the terms of this Agreement; (ii) an electronic order submitted via Entrust’s online portal which facilitates transactions over the Internet; or (iii) an order acknowledgement issued by Entrust and signed by or on behalf of Customer.

“**Software**” means one or more executable software modules and associated deployment tools in machine-readable form for Dynamic EMV which is owned or licensed by Entrust and to which Entrust grants Customer access under the terms of this Agreement, including Documentation, defined below, and any updates and upgrades made available to Customer.

1. **Software Subscription and Term.**

- a. **Software License.** For the Term, defined and set forth below, subject to Customer’s compliance with the terms of this Agreement, payment of applicable fees and taxes, and use of the Software in accordance with any applicable documentation provided by Entrust describing the functions, features or specifications of the Software (“**Documentation**”): Entrust hereby grants Customer a limited, non- exclusive, revocable, non-transferable, non-sublicensable right to access and use, and to allow an authorized number of its employees to access and use, the Software at Customer’s site located on the Order (“**Customer Site**”). Customer will not license, sell, rent, lease, transfer, assign, distribute, or host the Software.
 - b. **Integrator Edition Use.** In the event Customer, acting as an authorized Entrust channel partner under a partner agreement, purchases the Integrator Edition of the Software, Customer will be authorized to develop and sell EMV profiles only to its end-users. Customer’s use of the Integrator Edition of the Software is restricted to the territory assigned to Customer under a partner agreement. Use of the Integrator Edition of the Software in violation of this Subsection 1(b) (Integrator Edition Use) will be considered a material breach and will automatically end the subscription and terminate this Agreement and all Orders hereunder.
 - c. **Term.** The rights and obligations with respect to the Software will commence on the date that the Order is accepted by Entrust, unless otherwise specified in the Order, and will remain effective for the period specified in the Order unless terminated earlier in accordance with this Agreement (“**Initial Term**”). Thereafter, the Order and this Agreement will automatically renew for subsequent one (1) year terms from the date of the Order (“**Renewal Term**”, collectively with Initial Term, “**Term**”), unless a Party provides thirty (30) days’ prior written notice before the end of the then-current Term. Customer’s payment of the fees for the Software under the applicable Order will be on a subscription basis as set forth in Section 2 below. Customer acknowledges that Entrust reserves the right to modify fees for the Software subject to ninety (90) days’ notice prior to the end of the Term. In the event that Customer violates any material term herein, including failing to pay any applicable subscription fee as set forth in Section 2 below, this Agreement and all Orders hereunder will automatically terminate.
 - d. **Effect of Termination.** In the event of termination of this Agreement, Customer agrees to execute a certificate of destruction or removal of the Software, in the form provided by Entrust upon written request, and promptly thereafter return such form to Entrust. Entrust is not required to refund any part of fees or taxes paid hereunder in the event of the termination of this Agreement.
2. **Payment Terms.** Unless otherwise stated in the applicable Order, Entrust will invoice fees at the commencement of the Term, and Customer shall pay to Entrust the amounts set forth therein within thirty (30) days of Entrust’s invoice. Customer will be responsible for any taxes (other than taxes based on Entrust’s net income), fees, duties, or other similar governmental charges on the fees set forth in the Order. Where Customer fails to timely pay for the Software



subscription, Entrust may elect to charge Customer interest for late fees at the lesser of 1.5% per month or the maximum rate permitted by law. In addition, if payment is not received within fifteen (15) business days of written notice that a payment is delinquent, Entrust may exercise its termination right as set forth in Section 1(c) above and may refuse additional Orders.

3. **Maintenance and Support.** For the Term of this Agreement, Entrust shall provide maintenance and support services for the Software in accordance with the Software Maintenance Terms and Conditions set forth at <https://www.entrust.com/legal-compliance/terms-conditions/issuance-software>, the terms and conditions of which are incorporated herein by reference, and which may be updated by Entrust from time to time.
4. **Confidentiality.** The Parties acknowledge that the existence and the terms of this Agreement, and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement, including information that from its nature, content, or the circumstances in which it is disclosed, should reasonably be understood to be confidential, are regarded as confidential information hereunder (“**Confidential Information**”). Each Party shall maintain the confidentiality of all such Confidential Information, and without obtaining the prior written consent of the other Party, shall not disclose any relevant Confidential Information to any third parties, except for information that: (a) is in the public domain (other than through the receiving Party’s unauthorized disclosure); (b) is under obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities, *provided that*, to the extent permitted under applicable law, the receiving Party give prompt written notice of the same to the disclosing Party so as to afford the disclosing Party the opportunity to seek an order or other appropriate relief prior to disclosure or to contest the disclosure; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels, or financial advisors regarding the transaction contemplated hereunder, *provided that* such shareholders, investors, legal counsels, or financial advisors shall be bound by confidentiality obligations no less restrictive than those set forth in this Section. Disclosure of any Confidential Information by the receiving Party’s and its affiliates’ employees, partners, contractors (including legal counsel and accountants), service providers, agencies, or any third parties hired by such Party shall be deemed disclosure of the Confidential Information by such Party, and such Party shall be held directly liable for breach of this Agreement as a result thereof. In the event of any breach or threatened breach by the receiving Party of its obligations under this Section, the disclosing Party will be entitled to seek injunctive and other equitable relief in any court of competent jurisdiction to enforce such obligations. This Section shall survive the termination of this Agreement for any reason.
5. **Use Restrictions.** Unless expressly stated in this Agreement, in an Order or otherwise approved by Entrust in writing, Customer may not: (i) decompile, disassemble, attempt to gain access to the source code, or reverse engineer the Software (excluding reverse engineering required by applicable law for interoperability); (ii) copy, modify, or create any derivative works (including, without limitation, translations, transformations, adaptations, or other recast or altered versions) based on the Software, or alter the Software in any way; (iii) merge the Software or any part thereof with any other software or product; (iv) copy, sell, sublicense, lease, rent, loan, assign, convey, or otherwise transfer the Software; (v) distribute, disclose, or allow use of the Software, in any format, through any timesharing service, service bureau, network, or by any other means, to or by any third party; (vi) remove or modify any copyright, confidential or proprietary markings, legends, or restrictions which are on or in the Software; (vii) violate any obligations with regard to Entrust’s Confidential Information; or (viii) submit the Software, Documentation, or Entrust Confidential Information to any government agency for licensing consideration or other regulatory approval.
6. **Third-Party Software.** Third-party software products sublicensed by Entrust (“**Third-Party Software**”) may be used only with the Software, the operating system/database shown in the Order and/or Documentation, and if applicable, the equipment on which such Third-Party Software is embedded. The use restrictions in this Agreement apply to the use of the Third-Party Software, including any Third-Party Software which may be



licensed in source code format. Any additional programs required for the operation of Third-Party Software are specified in the applicable Documentation and subject to separate licenses. Entrust's licensors are third-party beneficiaries to this Agreement and may enforce their rights hereunder.

7. **Ownership.** The Software and all rights, title, and interests in the Software (including without limitation all copyrights, patents, trade secrets, and other intellectual property rights) are the sole property of Entrust, its suppliers, or licensors, and Customer receives no rights, title or interests in the Software except as expressly set forth in this Agreement. Without limiting the foregoing, unless expressly stated in an Order, Customer specifically agrees that Entrust exclusively owns and Customer unconditionally assigns to Entrust all rights to any and all modifications, enhancements, translations or adaptations of, or other changes to, the Software and any improvement or development based on the Software, whether developed, created or paid for by Customer or on Customer's behalf. All rights not expressly granted to Customer in this Agreement are expressly reserved by Entrust. The Software is protected by copyright and other intellectual property laws and treaties.
 - a. Customer agrees that it will make the Software available only to employees with a need to know, who are obligated to comply with all restrictions contained in this Agreement and to maintain the secrecy of the Software and all other Confidential Information related thereto, including any benchmark tests, security audits, and other audits performed on the Software. Customer agrees not to disclose, provide, or otherwise make available Entrust's Confidential Information, including its trade secrets and copyrighted material, in any form to any third party without the prior written consent of Entrust. Customer agrees further to implement reasonable security measures to protect such Confidential Information. Customer is responsible for the compliance of all of its users with these obligations.

8. **Limited Warranties.** Entrust warrants that the Software will perform in substantial compliance with the specifications for the applicable version of the Software contained in the Documentation for the Term of the Order. Entrust does not warrant that use of the Software will be uninterrupted, error free, or will meet Customer's business requirements. Customer's sole remedy and Entrust's sole obligation for breach of this warranty will be limited, at Entrust's sole option, to either (i) the repair or replacement of the non-conforming Software with Software that conforms to Entrust's specifications within a commercially reasonable time or (ii) the refund of the purchase price of the Software, and will not include any other action or damages. No reseller, distributor, agent, or employee of Entrust is authorized to make any modification or addition to the limited warranty and remedies stated above.
 - a. The above warranty does not apply to any damages, malfunctions, or non-conformities caused to or by: (i) Customer's use of Software in violation of this Agreement or in a manner inconsistent with the Documentation; (ii) use of the Software with non-Entrust-furnished equipment, software, or facilities; (iii) Customer's failure to follow Entrust's installation, operation, repair, or maintenance instructions; (iv) Customer's failure to permit Entrust timely access, remote or otherwise, to the Software; (v) failure to implement all new updates or upgrades to Software made available generally by Entrust; (vi) alteration, maintenance, or modification of the Software by a party other than Entrust, unless otherwise prior approved in writing by Entrust; or (vii) Software that has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident by Customer or a third party.
 - b. The above limited warranty and the intellectual property indemnity below DOES NOT apply to any beta software, evaluation software, testing or demonstration software, any temporary software modules, or any software for which Entrust does not receive a license or subscription fee (collectively "**Evaluation Software**"). Evaluation Software provided AS IS without any warranty whatsoever.

9. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** EXCEPT AS MAY BE OTHERWISE EXPRESSLY SET FORTH HEREIN ENTRUST HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ENTRUST BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND HEREUNDER (INCLUDING, BUT NOT LIMITED TO,



DAMAGES FOR INTERRUPTION OF BUSINESS, DAMAGE TO OR LOSS OF DATA, LOSS OF REVENUE OR PROFITS, DAMAGE TO REPUTATION), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ENTRUST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ENTRUST'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT EXCEED THE ANNUAL FEES PAID OR PAYABLE TO ENTRUST BY CUSTOMER UNDER THIS AGREEMENT.

10. **Intellectual Property Indemnity.** Entrust will, at its expense, defend Customer from any action brought against Customer to the extent that it is based upon a claim that the Software (excluding Evaluation Software), or any part thereof, directly infringes a patent, copyright, trade secret, or other proprietary right in the United States of any third party ("Claim"). Entrust will indemnify Customer for the damages finally awarded against Customer or settled by agreement which are attributable to such Claim, together with any of Customer's reasonable costs and expenses directly related to the defense against the Claim.
 - a. Entrust's defense and indemnification obligations are subject to and limited by the following: (a) that Customer promptly notifies Entrust in writing of any knowledge or notice Customer has concerning the Claim, or the possibility thereof; (b) that Customer allows Entrust to immediately assume and undertake the sole control of the defense of any such action and all negotiations for its settlement (provided that no settlement that imposes any liability or obligation on Customer will be made without Customer's prior written consent, which will not be unreasonably withheld); (c) that Customer cooperates with Entrust's reasonable requests for assistance in conducting such defense; and (d) that Entrust has no obligation to reimburse Customer for any costs or expenses incurred by Customer following Entrust's receipt of notification and its assumption of such defense.
 - b. Should the Software, or any part thereof, become or in Entrust's opinion be likely to become the subject of a Claim, Customer must permit Entrust at Entrust's sole option and expense: (i) to procure for Customer the right to continue using the Software; (ii) to make available a modified or replacement product so that the Software becomes non-infringing; or (iii) if Entrust determines that it is unable to perform either of alternatives (i) or (ii), then at Entrust's sole option to take possession of the allegedly infringing Software after giving Customer thirty (30) days' prior written notice and to reimburse Customer for the purchase price of the Software depreciated over a 3-year period from the date of purchase on a straight line basis less any unpaid amount of such price. All costs of such repossession will be at Entrust's sole expense.
 - c. Entrust has no obligations or liability to Customer under any provisions of this Section 10 with respect to any claim, judgment, or finding of patent, copyright, trade secret, or other proprietary right infringement which is based upon: (i) the combination or utilization of the Software with equipment, software, supplies, or devices not furnished or approved by Entrust; (ii) use of the Software in any manner that is inconsistent with the purpose for which it was designed or contrary to the explicit provisions in Entrust's Documentation or specifications therefor; (iii) modification of the Software without Entrust's explicit prior written approval or in any manner in accordance with designs, specifications, or instructions provided by Customer; (iv) claims that result from the negligent or willful misconduct of Customer; or (v) Customer's use of a superseded or replaced version of the Software, to the extent that the obligation or liability would have been avoided by the use of a then-current version which Entrust makes available to Customer.
 - d. The foregoing states Entrust's entire liability and Customer's sole and exclusive remedy with respect to any infringement or misappropriation of any intellectual property rights of any third party.

11. **Audit.** Customer grants to Entrust the right to examine its records, systems, equipment, and information, and to interview its personnel, during Customer's normal business hours to verify compliance with the terms of this Agreement. Customer shall provide all reasonable assistance and access to information necessary to perform the audit. Entrust may provide the results of any such audit to Entrust's third-party licensors to the extent the Third-Party Software is subject to the audit. (a) In the event such audit discloses that Customer's use of the



Software exceeds or exceeded the use permitted by or otherwise violates this Agreement, Customer shall promptly pay Entrust the appropriate fees and applicable taxes for such excess use. (b) In the event the audit discloses any other non-compliance with this Agreement, Customer agrees to remedy such non-compliance immediately. In either event (a) or (b), Entrust reserves the right to terminate this Agreement.

12. **Export.** Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import the Software.
13. **US Government Rights.** The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. If Customer is the US Government or any contractor therefor, Customer receives only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.
14. **Precedence.** In the event of inconsistency or conflict by some other terms and conditions incorporated or made available to Customer under this Agreement with the terms of this Agreement, the order of precedence shall be: (i) this Agreement, (ii) the Software Maintenance Terms and Conditions, and (iii) the Order. Conflicting or additional terms contained in a purchase order or similar document issued by Customer cannot amend the terms of this Agreement, are of no force or effect notwithstanding any statements to the contrary made in such document, and are hereby expressly rejected by Entrust as applicable to the Software, any Order purchased hereunder, and this Agreement.
15. **General.** Customer may not assign this Agreement without the prior written consent of Entrust. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining provisions will nevertheless remain in full force and effect. The Parties agree to re-negotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision. The failure of either Party to enforce any term or condition of this Agreement does not constitute a waiver of that Party's rights to enforce subsequent breaches of any term or condition. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota, USA, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transactions Act does not apply to this Agreement. The parties expressly agree that any legal proceeding arising out of this Agreement must be brought in the Federal or State courts located in Hennepin County, Minnesota, and irrevocably submit to the exclusive jurisdiction of such courts. This Agreement represents the only agreement between the Parties concerning the subject matter hereof and supersedes all prior representations, understandings, and agreements whether written or oral. This Agreement may not be altered, amended, or modified except by formal agreement in writing by the Parties.