

## INFOPLUS SUPPORT PROGRAM AGREEMENT

This InfoPlus Support Program Agreement (“Agreement”) is made up of the Agreement and an Order (“Order” or “Order Form”) for such Services.

1. Term. This Agreement has a term of one (1) year beginning with the date the Order has been accepted by Entrust (“Effective Date”).

2. Covered Services. During the term of this Agreement, Entrust will provide Customer with such of the following optional services (“Services”) as have been selected on the Order Form:

(a) Option 1: Access to Technical Information; iSupport Service\*. Option 1 includes the following:

(i) Online access to technical information includes:

- A. Recommended Spare Parts List (RSPL), Downloads (Utilities, Software Patches, etc.), Tech Tips, Field Change Orders (FCOs) information, Technical Manuals (Administrator’s, Owner’s and Service Libraries), Service Bulletins and Release Notes.
- B. On-line information is available on TrustedCare<sup>SM</sup> and is accessible 24 hours a day/ 7 days a week regardless of geographic location.
- C. Updates are made to TrustedCare<sup>SM</sup> daily and email notifications are sent to designated service personnel.

(ii) iSupport for hardware:

- A. Access to Entrust Support Personnel through online portal.
- B. iSupport assistance available Monday-Friday, 8:00 AM to 5:00 PM Central Time not including standard U.S. holidays. Answers to standard technical questions are answered during normal business hours with an initial response within 24 hours.
- C. Communication provided by email.

\*Note: InfoPlus Option 1 does not include telephone support. If telephone support is needed, Customer will be billed separately.

(b) Option 2: Access to Technical Information; iSupport Service; Controller Software Maintenance Agreement

(i) Services included in Option 1.

(ii) Controller Software Maintenance Agreement coverage includes:

- A. Quarterly Microsoft® Windows® XP or Windows® 7 security patches.
- B. Major version upgrades and updates to controller software.
- C. All new service packs to the controller software.
- D. Technical phone support for controller software.
- E. Security updates to third party software used on the controller, such as IBM DB2®.

(c) Option 3: Access to Technical Information; iSupport Service; Controller Software Maintenance Agreement; Level 3 Technical Support

(i) Services included in Options 1 and 2.

(ii) Level 3 technical support for hardware and software includes:

- A. iSupport and telephone access to Entrust regional technical support teams on all technologies used in central issuance systems covered by the InfoPlus Support package.
- B. Support is provided during local working time of the regional technical support teams as follows:  
EMEA 8:00 AM – 5:00 PM Monday through Friday, UK time, except during UK National holidays;  
DCAP 9:00 AM – 6:00 PM Monday through Friday, Hong Kong/China time, except during local national holidays;  
America: 8:00 AM – 5:00 PM, Central Time, except during US national holidays.

In order to receive Services hereunder Customer agrees that it shall have at least one active technician who has current certification from Entrust to provide service on the system to which the Services apply.

3. Customer Contacts. Customer may designate up to three points of contact for purposes of gaining access to Entrust's TrustedCare<sup>SM</sup> technical information and documentation provided by Entrust hereunder. The person identified by Customer as contact #1 on the Order Form will be the recipient of notices hereunder.

4. Annual Fee. Customer agrees to pay to Entrust in advance an annual fee for the Services hereunder equal to the total of the fee for each Service selected on the Order Form. Such annual fee is due within thirty (30) days of the date of invoice. Interest on any amounts not paid when due shall accrue at the rate of eighteen percent (18%) per annum or the maximum amount permitted by law, whichever is greater.

5. Taxes. All prices as set forth in this Agreement are exclusive of any applicable federal, state or local taxes or VAT which are imposed as a result of transactions under this Agreement, and the same shall be invoiced as a separate item to Customer, unless Customer shall have supplied to Entrust documentation showing that Customer is authorized by law to be exempt from taxation or to pay any such taxes directly to the appropriate governmental jurisdiction. Income taxes, or similar taxes, assessed or imposed on Customer shall remain Customer's responsibility.

6. Software Maintenance Terms.

Entrust will provide Customer with reasonable technical assistance on the Software as described in the Software Maintenance support services Rider found at [https://www.entrust.com/-/media/documentation/licensingandagreements/software-maintenanceagreement\\_september2020.pdf](https://www.entrust.com/-/media/documentation/licensingandagreements/software-maintenanceagreement_september2020.pdf), which is incorporated in this Agreement by reference.

7. Entrust Personnel. Customer acknowledges that Entrust has specially trained personnel who perform Services hereunder and agrees that during the term hereof and for a period of one (1) year thereafter Customer will not solicit or otherwise attempt to employ any such Entrust employee for any similar purpose.

8. Limitation of Liability. ENTRUST HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL OTHER OBLIGATIONS OR LIABILITIES FOR DAMAGES OR OTHER LOSS, INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF, OR RELATED TO, THE FURNISHING OR PERFORMANCE OF SERVICES PROVIDED IN THIS AGREEMENT. IN NO EVENT SHALL ENTRUST'S LIABILITY FOR DAMAGES TO CUSTOMER OR ANY THIRD PARTY FOR ANY CAUSE WHATSOEVER ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE SUM OF ALL PAYMENTS MADE TO ENTRUST BY CUSTOMER HEREUNDER UP TO THE TIME THE CAUSE AROSE.

9. Termination. Either party may terminate this Agreement in the event of default and the failure to cure such default within thirty (30) days after receipt of a notice which specifies the nature of the default. Any such termination shall be in addition to all other rights and remedies arising from the default.

10. Force Majeure. "Force Majeure Event" means any event or circumstance beyond Entrust's reasonable control, including 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. In the event that a Force Majeure Event directly or indirectly causes a failure or delay in Entrust's performance of its obligations under this Agreement, Entrust shall not be in default or liable for any loss or damages where performance is impossible or commercially impracticable.

11. Assignment. Entrust may assign any or all of its rights or delegate any or all of its obligations under this Agreement without the consent of Customer. Customer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Entrust.

12. Entire Agreement; Amendments. 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.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The parties consent to the exclusive jurisdiction of the Federal or State courts in Hennepin County, Minnesota, USA for the resolution of any disputes hereunder.

14. General. 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 shall not constitute a waiver of that party's rights to enforce subsequent breaches of any term or condition under this Agreement. Any notices required to be given under this Agreement shall be in writing and addressed to Entrust as set forth in the Order Form and to Customer as set forth above in Section 3. Notices shall be effective when delivered personally or by recognized overnight courier service, signature required. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. Any signature transmitted by facsimile, email scan or other electronic method shall have the same effect as an original signature.

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