TrustedX Electronic Signature Offering Schedule

Product Overview

TrustedX Electronic Signature is an on-premise software that provides functionalities through a Web API to create and validate digital signatures in applications installed in a common network. It offers additional optional Modules that allow use of the functionalities through network folders in addition to a Web API, provide capabilities for encryption of documents containing such digital signatures, and connection to an HSM.

The Agreement for Entrust's TrustedX Electronic Signature Offering is made up of this Schedule, the Entrust Products and Services General Terms and Conditions ("General Terms"), and an Order for TrustedX Electronic Signature.

1. Definitions

"Cores" means concurrent processing capacity measured in processor cores for which the Software is licensed.

"Module(s)" means the following modules of optional functionalities: Watched Folders Integration, Data Encryption, and Connector for Approved HSM.

"Permitted Use" means the limited ways in which the Software may be used under each of the different Software license types as set out in Section 2.b below.

"Software" means TrustedX Electronic Signature on-premise software (excluding Ancillary Software) in machine-readable object code form (including any Modules) as listed in an Order.

2. Software License; Restrictions; Permitted Uses.

a. Subject to Customer's compliance with the Agreement, Entrust grants Customer a personal, non-exclusive, non-transferable, non-sub-licensable license to install and use the Software in accordance with the Agreement in such quantities and for such term(s) as are set forth on the Order(s). In addition to the restrictions in the General Terms and above, the use of the Software is subject to the following restrictions (i) use of the Software shall be limited to the number of Cores set out in the Order; (ii) use of the Software shall be limited to the Permitted Uses for the license type(s) purchased as set out in the Order. Customer receives no rights to the Software other than those specifically granted in this Section 2 (Software License).

b. Software License types and Permitted Uses:

Production: License to use the Software exclusively on a single server for the licensed number of Cores. In an Order, any license that is not specified to be High Availability, Disaster Recovery, or Test is deemed to be a Production license.

High Availability (HA): License to use the Software such that the Cores may be spread among one or more servers. High Availability licenses are only available and may only be used if Customer has or is ordering a Production license.

Disaster Recovery (DR): License to use the Software exclusively for backing up the Software purchased under a Production or High Availability license. Disaster Recovery licenses are only available and may only be used if Customer has or is ordering a Production or High Availability license.

<u>Test</u>: License to use the Software exclusively in a test (non-production) environment, for the purpose of testing the Software purchased under a Production license. Test licenses are only available and may only be used if Customer has or is ordering a Production license.

c.   If your Order includes the following Modules, the Software will be enabled with the applicable functionalities described below:

• HSM Connector allows the Software to connect to an approved HSM;
• Watched Folders provides the Software functionalities using network folders in addition to using a WebAPI; and
• Data Encryption provides capabilities for encryption of documents containing digital signatures.

d.   <u>Evaluation</u>. At Entrust's discretion, it may provide Customer with access to and right to use the Software for evaluation purposes, in which case, notwithstanding anything to the contrary in the Agreement, this Section 2(d) (Evaluation) will apply. Subject to Customer's compliance with all restrictions, conditions and obligations in the General Terms and this Schedule, for ninety (90) days Customer may solely as necessary for Customer's evaluation of the Software install and use the Software exclusively in a test (non-production) environment (and which environment contains, for clarity, only fictitious non-production data) in such quantities, and subject to any restrictions on Cores or uses, as specified by Entrust. Evaluation purposes exclude any purpose from which Customer (or its customers) generates revenue. Sections 2(a), 4 (Warranty), 5 (Intellectual Property), 7(a) (Term), and 8 (Support) do not apply to any evaluation of the Software. Entrust may in its sole discretion suspend or terminate any and all evaluation access and other evaluation rights to the Software at any time, for any or no reason, without advance notice.

e.   <u>Delivery</u>. Entrust or one of its Affiliates shall make the Software available for electronic download within thirty (30) days of acceptance of an Order. Thereafter, Customer shall be responsible for and bear all expenses (including taxes) related to making the permitted number of copies and distributing such copies as permitted in the Agreement. Customer will be the importer of record for the Software. With respect to any Hardware, the delivery terms are as set out in Section 4 of the General Terms.

3.   Audit Rights

Customer shall keep reasonable records relating to (i) the number of copies of Software made or used by Customer; (ii) the location and number of Cores used by Customer and of servers over which the Cores are spread; and (iii) Modules used by Customer. A chartered or certified public accountant selected by Entrust may, upon reasonable notice and during normal business hours, but no more often than once a year, inspect such records. If the audit reveals that Customer has been misusing the licenses and as a result has not paid the full price payable for use of them to Entrust, Entrust may invoice the unpaid price based on the price list current at the time of the audit. If the unpaid price exceeds 5% of the price paid to Entrust at the time of the audit, Customer shall pay the reasonable expenses incurred by Entrust to undertake the audit.

4.   Warranty.

a.   <u>Software Warranty</u>. Entrust warrants that (i) for a period of ninety (90) days from the date of delivery each item of Software will perform in substantial accordance with the documentation delivered with such Software, as applicable to the scope of license purchased by Customer; and (ii) at the time of delivery, Entrust shall have used commercially reasonable efforts to cause the Software to be free of any known computer virus or harmful, malicious, or hidden software, data, or other computer instructions whose purpose is to disrupt, damage, or interfere with the use of computer and telecommunications software or hardware for their normal purposes.

b.   Exceptions to Warranty. Entrust shall have no obligation to fix errors in the Software caused by accident, misuse, abuse, improper operation, misapplication, or any other cause external to the Software. The warranty provided by this section does not cover any modifications that Customer may have made to the Software to customize it to its needs.

c.   Remedy for Breach of Warranty. Entrust's exclusive liability and the Customer's sole and exclusive remedy for breach of the provisions of this warranty section shall be, at Entrust's option, to repair or replace the Software which does not meet Entrust's warranty and which is returned to Entrust.

5.   Intellectual Property.

a.   Intellectual Property Indemnity. Entrust shall defend Customer and its Affiliates against any claims by third parties that the Software furnished and used within the scope of the Agreement infringes upon or misappropriates a patent, trademark, copyright, trade secret or other intellectual or proprietary right (an "IP Claim"), and will pay any damages, settlements, costs, and expenses, including court costs and reasonable attorney's fees finally awarded against Customer by a court or arbitrator in any proceeding related to such IP Claim, provided, however, that Customer (i) gives to Entrust prompt written notice of each IP Claim threatened or received by Customer, (ii) gives to Entrust the exclusive right to control and direct the investigation, defense and settlement of such IP Claim, and (iii) has not compromised or settled the IP Claim.

b.   Mitigation by Entrust. If (i) Entrust becomes aware of an actual or potential IP Claim, or (ii) Customer provides Entrust with notice of an actual or potential IP Claim, Entrust may (or in the case of an injunction against Customer, shall), at Entrust's sole option and expense: (i) procure for Customer the right to continue to use the affected portion of the Software; (ii) modify or replace the affected portion of the Software with functionally equivalent or superior software so that Customer's use is non-infringing; or (iii) if (i) or (ii) are not commercially reasonable, take return of the affected portion of the Software and pay to Customer the cost of the affected portion of the Software depreciated over a three (3) year period from the date of acquisition on a straight line basis less any outstanding moneys owed on such affected portion of the Software.

c.   Exceptions to Indemnity. Entrust shall have no liability for any IP Claim in respect of any Software to the extent that: (i) such Software is used by Customer outside the scope or the license granted in the Agreement or in a manner or for a purpose other than that for which it was supplied, as contemplated by Entrust's Documentation; (ii) such Software is modified by Customer without the written consent of Entrust; (iii) such Software is used by the Enterprise in combination with other software not provided by Entrust (or contemplated by Entrust's documentation) and the infringement arises from such combination or the use thereof; or (iv) the IP Claim relates to the use of any version of the Software other than the current, unaltered release, if such IP Claim would have been avoided by the use of a current unaltered release of the Software.

d.   **THE PROVISIONS OF THIS SECTION 5 AND SECTION 9 OF THE GENERAL TERMS STATE THE SOLE AND EXCLUSIVE LIABILITY OF ENTRUST AND ITS AFFILIATES AND THE SOLE AND EXCLUSIVE REMEDY OF ENTERPRISE WITH RESPECT TO ANY CLAIM OF THE NATURE HEREIN.**

6.   Indemnification.

a.   Indemnification. Customer will defend Entrust and Entrust's Affiliates against any third party claims, demands, suits, or proceedings ("Claim") arising out of or related to the misuse or misconfiguration of the Software by the Customer, its Affiliates or any of its agents, subcontractors or employees or permitted users and will pay any damages, settlements, costs and expenses, including court costs and reasonable attorney's fees awarded against Entrust in any proceeding related such Claim, provided, however, that Entrust (i) gives to Customer prompt written notice of each Claim threatened or received by Entrust, (ii)

gives to Customer the exclusive right to control and direct the investigation, defense and settlement of such Claim, and (iii) has not compromised or settled the Claim.

7.   Term and Termination.

a.   The Offering Term of the license granted will commence on the date that the Order is accepted by Entrust, unless otherwise specified on the Order, and will continue in effect as set out in the Order, unless terminated in accordance with the Agreement.

b.   Entrust may terminate a license to Software granted under this Schedule and refuse any additional Orders for Software if Customer commits a material breach of this Schedule and fails to remedy such material breach within thirty (30) days after delivery of notice of the occurrence or existence of such breach or such longer period as may be agreed to in writing by Entrust.

8.   Support.

If an Order calls for support to be provided by Entrust, any such support will be provided pursuant to the then-current terms and conditions set out in the Maintenance and Support Schedule. Where support is purchased through an authorized reseller and the Order indicates that the reseller will provide support, then such support will be provided by the authorized reseller (and not Entrust).

9.   Price.

Customer will pay the costs and fees for the Software as set out in the applicable Order, which are payable in accordance with the Order and the General Terms.