

ENTRUST CORPORATION
HARDWARE MAINTENANCE TERMS AND CONDITIONS
ON-CALL SERVICE PROGRAM
(North America)

These hardware maintenance terms and conditions set forth the basis upon which Entrust Corporation or its affiliate company ("Entrust" or "Entrust Company") identified on the accompanying Sales Order form or Service Agreement ("Cover Sheet") agrees to provide you ("Customer") with maintenance services for the hardware listed on the Cover Sheet. These terms and conditions together with the Cover Sheet constitute our "Agreement."

1. CONTRACTED MAINTENANCE SERVICES. Entrust agrees to provide scheduled preventive maintenance service (if applicable) and on-call remedial maintenance service for the hardware listed on the Cover Sheet (the "Covered Products") as set forth in this Agreement (collectively, "Maintenance Service"). Entrust warrants that in providing Maintenance Service it will cause Covered Products to meet the manufacturer's operating specifications given reasonable wear and tear and product age and condition (hereinafter "Maintain"). Unless otherwise provided in the Cover Sheet, Maintenance Service will be provided by US Entrust Companies Monday through Friday, 8:00 am to 5:00 pm and by Canadian Entrust Companies 8:30 am to 4:30 pm, both excluding holidays observed by Entrust (hereinafter "Coverage Hours"). The holidays observed by Entrust are: New Year's Day, Presidents' Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve, and Christmas Day. Holidays occurring on a Saturday or Sunday may be observed on the preceding Friday or following Monday, as determined by Entrust.

(a) Scope. Except as otherwise provided in the Cover Sheet, the contracted Maintenance Service includes all parts, labor and travel expenses necessary to Maintain the Covered Products but excludes software support, which may be available in a separate agreement with Entrust. Entrust reserves the right at its option to replace or repair any part which fails to perform its function under normal use. Entrust further reserves the right to use, at its option, new, rebuilt, or reconditioned parts or improved parts which are capable of performing functions similar to those of the replaced parts. In the event that parts required to Maintain Covered Products are no longer available, Entrust may terminate coverage for some or all of the affected Covered Products and will issue the Customer a prorated credit for any unused portion of the Term Charge.

(b) Term Charge; Excess Use Charge. In consideration of Entrust's provision of the Maintenance Service, Customer agrees to pay a "Term Charge" based upon the coverage hours and site location of Covered Products as set forth on the Cover Sheet. The Term Charge will include additional charges when the Covered Products site is greater than 50 miles from an Entrust Base City or when Customer has contracted for extended service outside of the standard Coverage Hours. Term Charges for certain Covered Products are based upon an assumed rate of card production ("Card Production Limits"). If set forth in the Cover Sheet, an excess use charge may be assessed if the actual rate of production for Covered Products exceeds the Card Production Limits at the end of the applicable use period.

2. EXCLUSIONS. Except as otherwise provided in the Cover Sheet, the following are not covered in Maintenance Service and are subject to additional charges:

(a) Overtime Charges and Travel Expenses. All overtime charges and travel expenses of Entrust personnel for service activities not included in the Maintenance Service will be charged to Customer at the rates in Entrust's maintenance price list in effect at the time of occurrence. Any service activity started during the Coverage Hours and completed within one hour after such period will not be treated as overtime. Service activities completed after such one-hour period and service activities otherwise provided at Customer's request outside of the Coverage Hours will be deemed as overtime. A minimum charge of 1 hour will apply to any such service activities.

(b) Consumables and Supplies. Maintenance Service does not include consumable and supply items such as, but not limited to, printheads, cleaning rollers and cards, ribbons, foils, forms, over laminates, cleaning cards, card affixing stickers, labels, toner and other supplies for use with the Covered Product, including supplies necessary for maintenance purposes. The Customer will be notified at time of repair if a new printhead is required. The replacement printhead will be invoiced at Entrust's current retail price.

(c) Unauthorized Use or Service. Maintenance Service does not include service or repair work caused by: the failure of Customer to observe any of the conditions in this Agreement; failure of Customer to use the Covered Product in accordance with the manufacturer's instructions; maintenance or attempted repairs or adjustments of the Covered Product by anyone other than Entrust authorized personnel; service, reconfiguration, or upgrading of any data communications interface occasioned by changes made to host computers or network transmission devices;

tampering, misuse or abuse of the Covered Product; damage to the Covered Product due to causes within the Customer's control; force majeure; or use of supplies or consumable materials not supplied or approved by Entrust. Repairs, adjustments or parts replacement required due to any of the foregoing are not included in Maintenance Service and will be provided by Entrust at then-current pricing.

3. TERM. The term of this Agreement ("Term") is as shown on the Cover Sheet.

4. PAYMENT; TAXES.

(a) Payment Terms; Billing Frequency. Invoices are payable 30 days after date of invoice. Invoices will be submitted as set forth in the Cover Sheet.

(b) Taxes. All fees and charges 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 has supplied Entrust with documentation showing that Customer is exempt from taxation or is authorized to pay any such taxes directly to the appropriate governmental jurisdiction. Any applicable Provincial Sales Tax and Goods and Services Tax or any other Consumption Tax will be shown separately on the invoices and will be payable by the Customer. Income taxes, or similar taxes, assessed or imposed on Customer remain Customer's responsibility. Where applicable custom duties are included in the price.

5. PRODUCT RELOCATION. Customer must notify Entrust in writing at least 60 days prior to the relocation of any Covered Products. Customer is solely responsible for all expenses, including insurance coverage, associated with moving and installation of the product to a new location. If the relocation causes Entrust to incur increased travel time or cost in providing Maintenance Services hereunder, Customer agrees to pay reasonable increased monthly maintenance charges.

6. ACCESS TO PRODUCT. Customer must permit free and safe access to Covered Products and provide without charge to Entrust adequate storage space, working space and all necessary utilities for use by Entrust personnel.

7. TERMINATION; SUSPENSION OF SERVICES. In addition to all other rights and remedies arising from a default under this Agreement, either party may terminate this Agreement in the event of default by the other party thirty (30) days after written notice to the other party specifying the nature of the default and the failure of the defaulting party to cure the default within the 30 day notice period. Entrust has no obligation to provide any services under this Agreement if any amounts owed to Entrust from Customer as payment for services under this Agreement or otherwise remain due and unpaid for more than 60 days.

8. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY. EXCEPT AS MAY OTHERWISE BE EXPRESSLY SET FORTH HEREIN ENTRUST HEREBY DISCLAIMS ALL WARRANTIES REGARDING THE MAINTENANCE SERVICES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ENTRUST SHALL NOT BE LIABLE FOR LOSS OF USE OF ANY COVERED PRODUCT OR FOR ANY LOSS OR DAMAGE OCCASIONED BY SUCH LOSS OF USE RESULTING FROM THE PERFORMANCE OF SERVICES HEREUNDER. 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 SHALL ENTRUST'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT EXCEED (A) FOR CLAIMS RELATING TO DAMAGE TO A COVERED PRODUCT, THE COST OF REPLACEMENT OF THE PRODUCT; OR (B) FOR ALL OTHER CLAIMS, THE ANNUAL TERM CHARGE APPLICABLE TO THE COVERED PRODUCT WITH WHICH THE CLAIM IS ASSOCIATED.

9. INDEPENDENT CONTRACTOR; NON-SOLICITATION. Entrust is acting as an independent contractor in the performance of Maintenance Service and has sole supervision of and responsibility for its authorized maintenance personnel. Customer acknowledges that Entrust has specially trained personnel who perform Maintenance Service and agrees that during the Term of this Agreement and for a period of 1 year thereafter Customer will not solicit or otherwise attempt to employ any such Entrust employee for any similar purpose.

10. CUSTOMER DATA. If applicable, prior to sending any equipment to Entrust Customer must totally delete all data from such equipment. Entrust is not liable for any loss of or to any data contained on equipment received from Customer. Customer agrees to fully indemnify and defend Entrust against any and all threats or claims arising from Customer's failure to delete all data from the equipment prior to shipment to Entrust.

11. MODIFICATION OF SERVICES OR CHARGES. Entrust reserves the right to modify the scope of services it provides under this Agreement and/or its charges therefor in the event Customer requires Entrust to change its policies, personnel or the manner in which its personnel perform services during the term of this Agreement

12. FORCE MAJEURE. Entrust is not liable for loss or delay resulting from any unforeseeable event beyond its reasonable control, including acts of God, fire, natural disaster, war or other hostilities or acts of terrorism.

13. GENERAL PROVISIONS. Entrust may assign this Agreement to a third party without notice to Customer. 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 under this Agreement. Any notices required to be given under this Agreement must be in writing and addressed to the parties at the addresses set forth in the Cover Sheet. Legal notices hereunder are effective when delivered personally or by recognized overnight courier service, signature required. If made by a United States Entrust Company, this Agreement is governed by and construed in accordance with the laws of the State of Minnesota without regard to conflicts of laws provisions, and the parties expressly submit to the non-exclusive jurisdiction of and venue in the United States District Court for the District of Minnesota or the District Courts of Hennepin County, Minnesota. If made by Canadian Entrust Company, this Agreement is governed by and construed in accordance with the laws of the Province of Ontario without regard to conflicts of laws provisions and the parties expressly submit to the non-exclusive jurisdiction of and venue in the courts in Ottawa, Ontario. 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. Conflicting or additional terms contained in a purchase order or similar document issued by Customer do not amend the terms of this Agreement and are of no force or effect notwithstanding any statements to the contrary made in such document. This Agreement may not be altered, amended or modified except by formal agreement in writing by the parties. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument. Any signature transmitted by facsimile, email scan or other electronic method has the same effect as an original signature.

Hardware On-Call Maintenance Service Terms and Conditions (September 2020)