

## **ENTRUST CORPORATION SOFTWARE MAINTENANCE TERMS AND CONDITIONS**

These software 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 support services for the Standard Software or Custom Software listed on the Cover Sheet. These terms and conditions together with the Cover Sheet constitute our "Agreement."

**1. Support Term/Renewal.** Unless otherwise agreed, the term of this Agreement is for a period of one year and may be renewed for additional periods of one year each upon Customer's acceptance of Entrust's renewal terms (the initial and renewal terms, if any, are the "Term").

**2. Software/Support Services.** The term "Standard Software" means Entrust software products that Entrust makes generally available to all customers as a standard product, including Updates and Upgrades (both defined below). The term "Custom Software" means a Entrust software product that is developed for a specific Customer, excluding Updates and Upgrades, and may include modifications of a Standard Software product. The term "Covered Software" refers to both or either Standard Software and Custom Software. During the Term of this Agreement, except as may be stated to the contrary on the Cover Sheet, Entrust will provide Customer with the following support services ("Support"):

(a) **General Technical Support.** Entrust will provide Customer with reasonable technical assistance as described below, such technical assistance to be provided via telephone, e-mail or facsimile: (i) Entrust will determine if the problems the Customer is encountering are attributable to errors in the Covered Software; (ii) Entrust will answer questions concerning installation of the Covered Software in the form originally delivered and installed, if applicable, by Entrust; and (iii) Entrust will seek to resolve Customer's problems that occur during normal usage of the Covered Software. Notwithstanding the foregoing, if Entrust determines in its sole discretion that Customer requires ongoing help with a particular problem that is not caused by errors in the Covered Software, Entrust may refer Customer to Entrust's professional services support group, for which an additional charge may apply.

(b) **Remedying Software Errors.** Entrust will use commercially reasonable efforts to remedy any programming error in the Covered Software that is attributable to Entrust and prevents the Covered Software from substantially conforming to its specifications. Such remedy may consist of correcting portions of the Covered Software or of communicating to Customer a workaround that gives Customer the ability to achieve substantially the same functionality as would be obtained without the programming error, as determined by Entrust.

(c) **Contacting Entrust.** To receive the Support under Section 2 (a) or (b) above, the Customer must contact Entrust by calling or faxing Entrust's Customer Support Center at the numbers stated on the Cover Sheet. Entrust's Customer Support Center is staffed 24 hours per day, 7 days per week, 365 days per year. The Customer Support Center will direct the Customer's call to the appropriate Entrust support personnel, depending upon Entrust's determination of the nature of the problem the Customer is experiencing with the Covered Software. Entrust will acknowledge requests for support within one business day of its receipt of Customer's request for support.

(d) **Software Updates.** During the Term of this Agreement, Entrust will make available to Customer for no additional fee one copy of any Updates to the Standard Software in object code, as the Updates become available for general release by Entrust. The term "Updates" means modifications, corrections, bug fixes, or additions to the Standard Software that are generally denoted by Entrust as a change to one or more numbers to the right of the decimal point in the version number of the Standard Software. The term "Updates" does not include any Upgrades.

(e) **Software Upgrades.** During the Term of this Agreement, Entrust will make available to Customer for no additional fee one copy of any Upgrades to the Standard Software in object code, as the Upgrades become available for general release by Entrust. The term "Upgrades" means modifications to Standard Software that generally include new features and/or significant enhancements to existing features, and which are generally denoted by Entrust as a change to one or more of the numbers to the left of the decimal point in the version number of the Standard Software. Software Upgrades do not include new product modules (a separate

software product that offers new functionality) or edition upgrades (an upgrade to the next license level or next generation software product).

(f) For the avoidance of doubt, Entrust has no obligation to provide Customer with any Updates, Upgrades, or bug fixes to Custom Software under the terms of this Agreement.

### **3. Limitations to Support Services.**

(a) Entrust's Support obligations are limited to certain versions of the Covered Software as follows: Standard Software support is limited to the then current version and any previous version released within the last 24 months; if the current version was released longer than 24 months ago, support will be continued until further notice. Custom Software support is limited to the version of Custom Software that was delivered to Customer.

(b) Support obligations hereunder do not extend to any third party off-the-shelf application that may have been provided to the Customer.

(c) Entrust has no obligation to correct errors that are due to (i) a breach by Customer of the terms of Customer's license for the Covered Software; (ii) computer equipment that has not been provided by Entrust; (iii) any modifications to the Covered Software made by Customer or a third party that have not been approved by Entrust; (iv) Customer's failure to install or use the Covered Software in accordance with its specifications or the documentation accompanying the Covered Software; or (v) the use of the Covered Software in combination with any third party software or hardware not authorized in advance by Entrust. In the event Entrust agrees to correct any errors not covered by this Agreement, Customer must pay Entrust for all such work at Entrust's then-current standard time and materials charges and upon then-current terms and conditions.

(d) Entrust has have no obligation to support Customer in connection with errors that are reported with equipment or items other than the Covered Software itself.

(e) Entrust shall have no obligation hereunder to provide Customer with any repaired or replacement key or media for the Covered Software.

### **4. Customer's Responsibilities.**

(a) Requests for support must describe the problem with the Covered Software in sufficient detail to enable Entrust to understand and duplicate or recreate the problem. Customer must provide such information as may be requested by Entrust when submitting a request for support, including but not limited to: (i) Covered Software installation address, Customer account number, equipment and serial number (as may be shown on the Cover Sheet), product registration number, license number or incident number, if applicable; (ii) name and version number of the Covered Software; (iii) exact wording of error messages; (iv) recital of steps taken by Customer before the problem occurred; and (v) a list of steps taken by Customer in attempting to resolve the problem. Entrust reserves the right to request such further information as Entrust deems necessary.

(b) Customer agrees to back up all data, files and information prior to the commencement of any Support and is responsible for any data, files and information lost or altered during the performance of such Support.

(c) Customer agrees to incorporate any and all Updates and Upgrades as soon as practicable and acknowledges that failure to incorporate such Updates and Upgrades may make subsequent Updates unusable.

(d) Customer must designate a named contact person per installation who will receive all corrections, Updates and Upgrades (if any), correspondence, and other communications concerning the Covered Software, and will notify Entrust in writing of any change in the contact person.

(e) Customer acknowledges that any Updates and Upgrades provided by Entrust are subject to the terms and conditions of the license agreement pursuant to which the Customer obtained the Covered Software and agrees to abide by those terms and conditions.

**5. Payment Terms.** Covered Software support fees are payable in advance and along with any other fees or charges arising hereunder are due within 30 days of the date of Entrust's invoice.

**6. Taxes.** All fees and charges hereunder are exclusive of any applicable federal, state or local taxes or VAT that are imposed as a result of transactions under this Agreement, and the same will be invoiced as a separate

item to Customer, unless Customer has provided Entrust with 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. 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.

**7. Termination; Suspension of Support.** Either party may terminate this Agreement in the event the other party fails to cure a material breach within 30 days of receiving written notice of such breach. Such termination becomes effective upon expiration of the 30-day period and is in addition to all other rights and remedies arising from such breach. Entrust reserves the right to refuse to renew this Agreement for all versions of the Covered Software that were released longer than 24 months ago; support for these versions is contracted on a case-by-case basis only. . Entrust further reserves the right to terminate this Agreement upon the occurrence of any event that would entitle Entrust to terminate the license agreement applicable to the Covered Software ("License"). In the event of termination or expiration of this Agreement, all fees or charges then due or to become due based upon Support already rendered become immediately due and payable and Customer's obligation to pay such amounts survives the termination of this Agreement. Paragraphs 5, 6, 7, 8 and 11 survive the expiration or termination of this Agreement for any reason. Entrust has no obligation to provide any Support under this Agreement if any amounts due to Entrust from Customer hereunder remain due and unpaid for more than 60 days.

**8. 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 IS ENTRUST 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 SUPPORT FEE PAID TO ENTRUST BY CUSTOMER FOR THE APPLICABLE COVERED SOFTWARE PRODUCT.

**9. Entrust Personnel.** Customer acknowledges that Entrust has specially trained personnel who perform Support hereunder and agrees that during the Term hereof and for a period of one year thereafter Customer will not solicit or otherwise attempt to employ any such Entrust employee for any similar purpose.

**10. 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.

**11. 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 shall be 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.

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