

**ADAPTIVE ISSUANCE PRODUCTION ANALYTICS SOLUTION
ENTRUST CORPORATION
SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT**

This 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 and Consulting Services, 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.

WHEREAS, Entrust is engaged in the development, manufacture and marketing of equipment and software solutions in the card personalization and identification market and Customer desires to obtain a subscription to its Adaptive Issuance Production Analytics Software (the "Software") for analyzing usage of Entrust central issuance equipment ("Central Issuance Equipment");

WHEREAS, Customer is a current user of Central Issuance Equipment.

WHEREAS, in addition to the Software, Entrust provides and Customer desires to purchase consulting services related to the Software where an Entrust expert will help identify bottlenecks, increase operational efficiency, and reduce production costs ("Consulting Services"); and

WHEREAS, the Parties desire that the terms and conditions of this Agreement shall apply to the use and purchase of the Software and Consulting Services;

NOW THEREFORE, the Parties agree as follows.

1. **Software Subscription.** For the term 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 the any applicable documentation provided by Entrust describing the functions, features or specifications of the Software ("Documentation"):
 - a. Entrust hereby grants Customer a limited, non-exclusive, revocable, non-transferable, non-sublicensable right to, access, 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.

2. **Implementation and Consulting Services.** In addition to the Software Subscription, Entrust shall provide to Customer implementation and professional consulting services related to the use of the Software and as set forth in Schedule 1 Implementation and Consulting Services Statement of Work. The scope of the Consulting Services is determined by the Software Subscription edition purchased as set forth in the applicable Order to this Agreement.
 - a. Schedule. The actual start and completion dates of the Consulting Services are dependent upon Entrust and Customer resource availability. Upon agreement by the parties of a start date for the Consulting Services and provided that Entrust resources have been confirmed to Customer, in the event Customer cancels or reschedules such Consulting Services by notifying Entrust less than five (5) business days prior to the agreed upon start date, Customer will reimburse Entrust for the costs incurred by Entrust due to Customer's cancellation or rescheduling.

- b. **Travel and Expenses.** Unless otherwise provided in the Order, the actual, reasonable travel and living expenses and out-of-pocket expenses, if any, are not included in the Consulting Services fees and will be invoiced separately. Travel and living expenses are billed at cost.
 - c. **Background and Consulting Services IP.** Any intellectual property rights of a party or its Affiliates conceived, created, developed, or reduced to practice prior to, or independently of, any Consulting Services provided under the Agreement (“Background IP”) shall remain the exclusive property of such party or its Affiliate. Customer grants Entrust a non-exclusive, non-transferable, royalty-free, worldwide license for the term of the applicable Order to make, use and copy any Customer Background IPR that it discloses to Entrust, but solely to the extent necessary for Entrust to provide the Consulting Services to the Customer pursuant to the Order. The Consulting Services, including all deliverables, are not “works for hire”, and the intellectual property embodied therein is owned by Entrust (“Consulting Services IP”). Entrust grants Customer a non-exclusive, nontransferable, royalty-free, worldwide, perpetual license to any Consulting Services IP incorporated into a deliverable, but solely to the extent necessary to use and exploit the deliverable as contemplated in the applicable Order and only so long as such Consulting Services IP is embedded in the deliverable and not separated therefrom.
 - d. **On-Site Working Space.** If required, Customer will provide one-site working space for Entrust professional services team that will provide the Consulting Services. Customer will take all steps reasonably necessary to ensure the health and safety of the employees and subcontractors of Entrust and its Affiliates when such personnel are on Customer sites and Customer shall advise such personnel of the rules and regulations governing their conduct at Customer sites.
 - e. **Provision of Data.** In order for Entrust to provide the Consulting Services, Entrust will require Customer to provide applicable production data from Customer’s use of the Software. Entrust and Customer shall cooperate to facilitate the transfer of this data.
3. **Maintenance and Support.** For the term of this Agreement, Entrust shall provide maintenance and support services which shall be governed by the software maintenance terms and conditions as set forth at <https://www.entrust.com/legal-compliance/terms-conditions/issuance-software>, which may be updated by Entrust from time to time.
4. **Non-Production Uses.** The Software subscription herein is for production purposes and does not permit the use of the Software for testing and support, backup, disaster recovery and other purposes.
5. **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 this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is in the public domain (other than through the receiving Party’s unauthorized disclosure); (b) is under the 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; 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 the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, and shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.
6. **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 restriction 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.

7. **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.
8. **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 users with these obligations.
9. **Payment Terms.** Unless stated otherwise in the applicable Order, Customer shall pay to Entrust the amounts as set forth in the applicable Order 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 charge. Should any taxes be due, Customer will pay such taxes. 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. Entrust may increase prices by providing forty-five (45) days written notice to Customer prior to the end of the then current term.
10. **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. The 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; 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.

11. **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 FEES PAID TO ENTRUST BY CUSTOMER UNDER THIS AGREEMENT.

12. **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 assume immediately 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 12 with respect to any claim, judgment, or finding of patent, copyright, trade secret or other proprietary right infringement which is based upon: (v) the combination or utilization of the Software with equipment, software, supplies or devices not furnished or approved by Entrust; (w) 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; (x) 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; (y) claims that result from the negligent or willful misconduct of Customer; or (z) 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.
13. **Audit.** Customer grants to Entrust the right to examine its records, systems, equipment and information and 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. Company may provide the results of any such audit to Company's third party licensors to the extent the Third Party Software is subject to the audit. 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 Company the appropriate fees and applicable taxes for such excess use. In the event the audit discloses any other non-compliance with this Agreement, Customer agrees to remedy such non-compliance immediately. In either event, Company reserves the right to terminate this Agreement.
14. **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.
15. **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.
16. **Term and Termination.** Except as otherwise stated in an Order, this Agreement will have an initial term of one (1) year and will automatically renew for subsequent one (1) year terms unless a Party provides thirty (30) days notice prior to the end of the then current term. The Agreement automatically terminates without notice in the event Customer violates any material term herein, including the failure to pay any applicable subscription fee as invoiced. 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 provide such form to Entrust. Entrust is not required to refund any part of fees or taxes paid hereunder in the event Customer terminates this Agreement.
17. **Precedence.** In the event of inconsistency or conflict in this Agreement, the order of precedence shall be: (i) the Software Subscription and Services Agreement, (ii) Order, (iii) software maintenance terms and conditions, then (iv) Schedule 1 Implementation and Consulting Services Statement of Work.
18. **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. Conflicting or additional terms contained in a purchase order or similar document issued by Customer cannot 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.

**Schedule 1
Implementation and Consulting Services
Statement of Work**

1. Definitions

- a. “Expert by Your Side hours” or “EBYS hours” means for the Term set out in the Order, Entrust will provide remote consulting and technical support that is limited to the purchased number of hours in the form of telephone or email assistance (provided during normal business hours), coordinated through an assigned Entrust project manager, to address general inquiries, questions, issues or changes related to the services provided by Entrust.

2. Solution Deliverables

- a. Production Analytics Solution includes:
 - i. Production Analytics Software Package Install
 - ii. Real time audit data accumulators for all MX/MXD/DX systems subscribed
 - iii. Standard preconfigured efficiency and reject analysis dashboards
 - iv. EBYS (Expert By Your Side) Services
 - 1. See Solution Assumptions and Constraints for conditions associated with EBYS
 - 2. Hours are to be used within 12 months from start of solution subscription
- b. Edition Level and Entitlements
 - i. Customer will receive the applicable entitlements set out below for the subscription level specified in the applicable Order.

Process Control and Real-Time Data	Basic Edition	Pro Edition
Production monitoring – Output rate, availability, performance, quality	•	•
Risks to productivity – rejections by module and code	•	•
Card delivery overview – Total forms, avg cards per form, fold and form types, card orientation	•	•
Smart card data – Chip quality, rejects, perso time, detailed erros		•
Idle time – Contributing factors, productivity visibility		•
Consulting Entitlements Per Year Consulting scope to be determined by edition purchased by customer	Basic Edition	Pro Edition
Engagements	1	2*
EBYS consulting hours	10	20
Software update**	•	•
Industry benchmarking	•	•
Availability, performance, and quality details	•	•
Recommendation, Explanation, and Benefit Impact of Resolution	•	•
Smart card performance		•

*Second engagement during year to focus on one of the key areas, chosen by customer: performance, availability, or quality.

**Travel and expenses to be charged separately.

3. Implementation and Deployment

- a. Implementation services include:
 - i. Requirements analysis and project management
 - ii. Installation preparation and integration work prior to the on-site installation
 - iii. On-site production installation, including:
 - 1. Install Productions Analytics Software
 - 2. Testing and trouble shooting
 - 3. The following is the order for installing the required components: license the Production Analytics Software, database server, application server, install measurement portal, install Grafana software, measurement accumulator, update Production Analytics Software
- b. The solution deployment model includes:
 - i. Meetings, technical deep dive, and follow-up
 - ii. Validate installation:
 - 1. Dashboard validation
 - 2. Collecting data from systems

4. Assumptions and Constraints

- a. All data collected by the Product Analytics Software will be anonymous statistical production information only. The Software is not designed to collect or store any private customer data or sensitive card holder information as defined by PCI guidelines.
- b. All data gathering processes will remain internal to the Customer's network.
- c. Customer is responsible for ensuring that all technical, organizational, and logistical prerequisites have been met, as provided by Entrust and mutually agreed upon with Customer.
- d. Customer is responsible for the security and availability of any secure communications channels required for data transfer between its internal network locations.
- e. Statistical data gathered will be shared with Entrust for process analysis and consulting and for establishing Analytics Production Software performance and effectiveness.
- f. Specific process statistics received by Entrust during implementation, testing and consulting engagements will be considered "customer confidential" and will not be shared or released outside of the Entrust organization without permission.
- g. For consulting engagements:
 - i. Unless otherwise agreed to, the analysis period is presumed to be 3 to 4 weeks of data
 - ii. Requests for additional consulting support or custom features / dashboards can be accommodated and may be purchased as a separate line item on an Order or under an additional Order