

b. Travel and Expenses. Unless otherwise provided in the Order, the a

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 sec6()-95(SI)12p4reW* notf,l* nSti /P #MCID 6#BDC q0.00000912 0 612 792 r

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.

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 E108 Tc31/F3 9.961 17-4(itio)-2(n)-4nd Eition La.

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