



Tenants (or their Users) through Sub-MSP Account.

Tenant

accounts set up subordinate to the related

1.17. Form the Adaptive Issuance™ Instant ID Cloud as a Service order form signed by MSP and accepted by Entrust, which incorporates these Terms of Service.

1.18. Personal Data has the meaning set out in the DPA.

1.19. the physical access control credentials designed and managed using the Service, and issued (printed) using the Hardware, including, without limitation, smart cards, ID badges, proximity cards, etc.

1.20.



2. RIGHTS TO USE SERVICE.

2.1. Grant of Rights to Use Service (Issuance Purposes). Subject to MSP (Sub- or compliance with the Agreement, Entrust grants to MSP (Sub-MSP or Tenant), during the Term of the Agreement, a worldwide, non-exclusive, non-transferrable, non-sublicensable right to, all in accordance with the Documentation and for the sole purpose of designing, managing and issuing Credentials to Users, solely with the Hardware, and not for further re-marketing, re-sale or re-distribution or any other commercial purpose:

(a) for MSP, the right to access and use the Service via the Service portal or otherwise for the purpose of managing their Sub- Tenants Service via the Service portal or otherwise; and

(b) for Sub-MSP or Tenant, the right to access and use the Service via the Service portal or otherwise.

Notwithstanding the foregoing grant of rights, any access to and use of the Service by MSP, Sub-MSP, and/or Tenant during any Trial Period shall be solely for evaluation purposes, and not for any other commercial purposes (as further detailed in Section 3 (*Evaluation*)).

2.2. Service Levels. The sole remedies for any failure of the Service are listed in the SLA. Service credits issued pursuant to the SLA, if any, will only be applied against the costs associated with MSP



. MSP will be solely responsible to provide to its Sub-MSPs and Tenants the support services referenced in the Support Terms. MSP will enter into a support agreement with each of its Sub-MSPs and Tenants (which will not contain any reference to Entrust, create any obligations or liabilities on Entrust, and will not make any representations, warranties or conditions on behalf of Entrust). Sub-MSPs, Tenants, and Users shall not directly contact Entrust, and Entrust shall have no obligation to provide support or other services directly to Sub-MSP, Tenants, and/or Users.

- 2.7. Licenses from MSP (Sub-MSP or Tenant). Subject to the terms and conditions of the Agreement, MSP (Sub-MSP or Tenant) grants to Entrust the non-



disclosure of the Customer Data (including in particular Personal Data), by Entrust (including any applicable subcontractors and hosting providers) in accordance with the Agreement.

5.7. Consents relating to Extensions. MSP (Sub-MSP or Tenant) acknowledges that certain Extensions may enable third party software or third party services (including cloud services) to download certain Authentication Records, Customer Data, Profiles, Personal Data, and/or Service Data from the Service, and, by enabling such third party software or third party services (including cloud services) MSP (Sub-MSP or Tenant) agrees to such downloads. MSP (Sub-MSP or Tenant) represents and warrants that, before using any Extension, MSP (Sub-MSP or Tenant) will have obtained the requisite consents (if any) from and made all requisite disclosures (if any) to Users, in accordance with all applicable laws, rules or regulations in order to allow for the downloading and/or transfer of such Authentication Records, Customer Data, Profiles, Personal Data, and/or Service Data, from Entrust (including any applicable subcontractors and hosting providers) to the MSP (Sub-MSP or Tenant) licensed third party software or third party services (including cloud services) enabled by the Extension.

6. MSP (SUB-MSP OR TENANT) RESPONSIBILITIES, RESTRICTIONS & ACKNOWLEDGEMENTS.

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the Service to meet its own (and its Sub-) requirements; (b) Customer Data, Profiles, Personal Data, and any other data uploaded to the Service through MSP Account or otherwise by MSP, its Sub-MSPs, Tenants, and/or Users; (c) MSP , its Sub- and/or access to and use of the Service, including, without limitation, any Sub-MSP, Tenant or User conduct that would violate the AUP or any other the requirements of the Agreement (including, without limitation, those applicable to MSP); and (d) any access to and use of the Service through MSP Account. Entrust will have no responsibility or liability for the accuracy of data uploaded to the Service by MSP, its Sub-MSPs, Tenants, and/or Users, including, without limitation, Customer Data, Profiles and Personal Data. MSP (or Tenant) will comply with all applicable laws, rules and regulations, and obtain all permits, licenses and authorizations or certificates that may be required, in connection with its activities pursuant to the Agreement.

- 6.5. Sub-MSP and Tenant Agreements. Notwithstanding that each Sub-MSP and Tenant shall accept the Terms of Service, MSP will enter into a Sub-MSP Agreement or a Tenant Agreement, as the case may be, with each Sub-MSP and Tenant, and each Sub-MSP shall enter into a Tenant Agreement with each of its Tenants, which will be at least as protective of Entrust (and its Affiliates, licensors, suppliers and hosting providers) and the Service as the Agreement. Sub-MSP and Tenant Agreements will: (i) not make any representation or warranty on behalf of Entrust (and its Affiliates, licensors, suppliers and hosting providers) or create or purport to create any obligation or liability on Entrust (and its Affiliates, licensors, suppliers and hosting providers); (ii) disclaim any and all liability on behalf of Entrust (and its Affiliates, licensors and suppliers); (iii) name Entrust (and its Affiliates, licensors, suppliers and hosting providers) and their respective officers, directors, employees, and contract workers as indemnified parties in any indemnification obligation benefiting MSP; (iv) make Entrust (and its Affiliates, licensors, suppliers and hosting providers) third party beneficiaries to the clauses implementing (ii) and (iii) above; and (v) cause Sub-MSP or Tenant to provide all appropriate notices to Users and obtain from the Users all necessary consents required for MSP to meet its obligations to Entrust under the Agreement. MSP will comply with all requirements relating to onboarding of Sub-MSPs or Tenants as set out in the Documentation. If MSP agrees to the terms and conditions of the Agreement on behalf of a Sub-MSP or Tenant (e.g. an MSP administrator clicks the **OK** button)



- 7.1. IP Rights in the Service. Except for the limited licenses and rights granted pursuant to the Agreement, Entrust retains all right, title, and interest in and to the Service, and all graphics, user interfaces, logos, and trademarks reproduced through the Service.
- 7.2. Feedback. Feedback MSP, Sub- , and/or suggestions, comments, or other feedback about the Service or other Entrust products and services. Even if designated as confidential, Feedback will not be subject to any confidentiality obligations binding Entrust. MSP (Sub-MSP or Tenant) hereby agrees that Entrust will own all Feedback and all associated intellectual property rights in or to Feedback, and MSP (Sub-MSP or Tenant) hereby assigns (and will cause all Sub-MSPs, Tenants and/or Users to assign) to Entrust all of MSP, Sub- , and right, title, and interest thereto, including without limitation intellectual property rights.

8. CONFIDENTIAL INFORMATION.

- 8.1. Nondisclosure. During the Term and for a period of three (3) years thereafter, Receiving Party will not use Confidential Information (both as defined in Section 1.6) for any purpose other than as reasonably required in connection with the Service and/or the Agreement Purpose not disclose Confidential Information to any employee or contractor of Receiving Party unless such person needs access in order to facilitate the Purpose and is bound by confidentiality obligations with Receiving Party that are no less restrictive than those of this Article 8 (*Confidential Information*) and



(HARDWARE), MSP (SUB-MSP



Tenants, Users, and/or any MSP , Sub- or its



Tenant, and/or their respective Indemnified Associates may participate in the defense of any Claim for which they are indemnified under this Article 10 (*Indemnification*) at their sole expense.

10.5. Mitigation by Entrust. If (i) Entrust is subject to (or is believes it may become subject to) an actual or potential Claim, or (ii) MSP (Sub-MSP or Tenant) provides Entrust with notice of an actual or potential Claim, Entrust may, at its sole option: (i) procure for MSP the right to continue to use the affected portion



, and/or Users consents necessary for, Entrust -party service providers, including, without limitation, the hosting provider (who may further utilize subcontractors) in the provision of the Service. MSP (Sub-MSP or Tenant) acknowledges and agrees that Authentication Records, Customer Data, Profiles, Personal Data, and/or Service Data may be transmitted to, processed by and/or reside on computers operated by the Entrust authorized third parties (e.g. Entrust



- 13.17. Entire Agreement. The Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications. The parties acknowledge and agree that the terms and conditions of any MSP document (e.g. a purchase order), in either electronic or written form, issued by MSP to confirm MSP shall not be binding upon the parties or in any way modify, amend, or supersede the terms and conditions of the Agreement and any such MSP document shall be deemed to incorporate the terms of the Agreement by reference.
- 13.18. Amendment. The Agreement may be amended by Entrust from time to time by posting a new version on its website, and such new version will become effective on the date it is posted except that if Entrust modifies the Agreement (including these Terms of Service, and any other document incorporated herein by reference) in a manner which materially reduces MSP (Sub- s) rights or increases MSP (Sub- or Tenant s) obligations and such changes are not required for Entrust to comply with applicable laws, the changes