



HyTrust End-User License Agreement

PLEASE READ BEFORE INSTALLATION OR USE OF THE HYTRUST, INC. (“LICENSOR”) SOFTWARE YOU HAVE OBTAINED (“SOFTWARE”). BY CLICKING “I ACCEPT” OR INSTALLING OR IN ANY WAY USING THE SOFTWARE, THE ENTITY OR COMPANY THAT YOU REPRESENT (“LICENSEE”) IS UNCONDITIONALLY CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS LICENSE AGREEMENT (“AGREEMENT”) WITH LICENSOR. IF LICENSEE DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, INSTALLATION OR USE THIS SOFTWARE IS STRICTLY PROHIBITED. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

- 1. SOFTWARE LICENSE GRANT.** Subject to the terms of this Agreement, Licensor hereby grants Licensee a limited, personal, non-sublicensable, non-transferable, nonexclusive license to use the Software set forth in the Order, only for Licensee's internal use and only in accordance with this Agreement. Order is defined as the sales order and/or any Licensor documentation that accompanies the Software. Versions of certain third-party open source software (including libraries and redistributable files) may be embedded in, delivered with or automatically downloaded as part of any Software (each, an “Ancillary Software”). If a separate license agreement pertaining to the Ancillary Software is embedded or provided with the Software, then the Ancillary Software is subject to the applicable separate license agreement pertaining to the Ancillary Software. Upon request, Licensor will provide Licensee with a complete list of Ancillary Software and corresponding licenses, which list shall be deemed Licensor’s Confidential Information.
- 2. LICENSE RESTRICTIONS.** Except as expressly and unambiguously permitted by this Agreement, Licensee shall not, nor permit anyone else to, directly or indirectly: (i) copy, modify, or distribute the Software; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Software (except where the foregoing is expressly prohibited by applicable local law, and then only to the extent so prohibited); (iii) rent, lease, or use the Software for timesharing or service bureau purposes, or otherwise use the Software on behalf of any third party; (iv) exceed the number of licenses specified in the Order, or, use (including make any copies of) the Software or related documentation (“Documentation”) beyond the scope of the license granted hereunder (v) use the Software for performing comparisons or other “benchmarking” activities, either alone or in connection with any software (and Licensee will not publish or disclose any such performance information or comparisons); (vi) use the Software other than in conjunction with Licensor’s Software; (vii) provide any third party, including, without limitation, any subcontractor, independent contractor, affiliate, or service provider of Licensee, with access to or use of the Software or Documentation; (viii) use the Software on operating systems or technology platforms other than those designated by Licensor in the Documentation; use the Software or Documentation in violation of any law, regulation, or rule; (ix) do, or permit, or omit to do any act which infringes Licensor’s intellectual property rights (or those of its licensors) or otherwise contravenes the use restrictions set out in this Section 2. Licensee shall maintain and not remove or obscure any proprietary notices on the Software. Licensee agrees to indemnify Licensor fully against all Liabilities and Losses which Licensor incurs or may incur (including, but not limited to, to any third party) as a result of Licensee’s breach of this section 2. Licensee shall promptly notify Licensor, if Licensee becomes aware of any third party breaching or attempting to breach the use restrictions set out in this section 2. Licensor shall have, in addition to any other remedies available to it, the right to seek equitable remedies including injunctive relief in respect of Licensee's breach of its obligations under this EULA.
- 3. OWNERSHIP RIGHTS.** Title, ownership rights, and intellectual property rights in and to the Software, and any copies or portions thereof, shall remain in Licensor and its suppliers or licensors. Licensee understands that Licensor may modify or discontinue offering the Software at any time. The Software and Documentation is protected by the copyright laws of the United States and international copyright treaties. Licensee possession, installation, or use of the Software does not transfer any title to the intellectual property in the



Software, and Licensee will not acquire any rights to the Software except as expressly set forth in this Agreement.

4. **SUPPORT AND UPGRADES.** This Agreement does not entitle Licensee to any support, upgrades, patches, enhancements, or fixes for the Software (collectively, “Maintenance and Support Services”) unless explicitly set forth in Licensee's Order. Any such Maintenance and Support Services for the Software that may be made available by Licensor shall be subject to this Agreement. After the termination or expiration of the Maintenance and Support Services term specified in the applicable Order, Licensee has no further rights to receive any Maintenance and Support Services without purchase of a new Maintenance and Support Services to the Software.
5. **PROFESSIONAL SERVICES.** If providing installation/professional services (“Professional Services”) to Licensee, Licensor shall provide the Services in a professional and worker-like manner, in accordance with industry standards and the terms of this Agreement. Licensor's personnel shall adhere to all applicable Licensee’s on-premises policies and procedures, including, but not limited to, codes of conduct, codes of ethics, dress codes, privacy, confidentiality, and building, physical, and technology security standards when on Licensee's premises and accessing Licensee's systems, respectively.
6. **FEES.** Licensee shall pay Licensor (or its applicable authorized reseller) the fees for the Software and related services designated by Licensor (or its applicable authorized reseller) as set forth in the Order, within 30 days from invoice. All fees shall be non-refundable and payable in US dollars on the date they come due. Any unused Professional Services hours will expire one (1) year from the Order, unless otherwise stated in an applicable Statement of Work. Licensee shall also pay all sales, use, value-added and other taxes, tariffs and duties of any type except for taxes on Licensor's income.
7. **INDEMNITY.** Subject to section 10, Licensor will defend at its own expense any action against Licensee brought by a third party to the extent that the action is based upon a claim that the Software infringes any known U.S. patents or copyrights or misappropriates any trade secrets recognized as such under the Uniform Trade Secret Law, and Licensor will pay those direct costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are applicable only if Licensee: (i) promptly notifies Licensor in writing of the infringement claim; (ii) allow Licensor sole control over the defense for the claim and any settlement negotiations; and (iii) reasonably cooperate in response to Licensor requests for assistance. Licensee may not settle or compromise any infringement claim without the prior written consent of Licensor. Licensor shall have no obligation pursuant to this Section if the infringement is caused by (i) the modification of the Software other than by Licensor; or (ii) the combination of the Software with other software not provided by Licensor; or (iii) the use of other than the most current version of the Software, if the current version would be non-infringing and has been made available to the Licensee; or (iv) continued use of the Software by the Licensee despite being advised by the Licensor to stop or suspend use of the Software. If the unmodified Software becomes, or in Licensor’s opinion is likely to become, the subject of a claim of infringement or misappropriation, Licensor may, at its option and expense, use its reasonable efforts to (i) modify or replace the Software to be non-infringing while giving equivalent performance and functionality, or (ii) obtain for the Licensee the right to continue using the Software. If it is not reasonably practicable to perform either of the above options, then Licensor may terminate this Agreement with respect to the infringing Software and refund to Licensee (i) any perpetual License fees paid by Licensee less straight-line depreciation over a three (3) year useful life beginning on the date such Software was delivered and any prepaid and unused Maintenance and Support Services fees or (ii) any prepaid and unused subscription License fees. This sets out Licensee’s sole remedy and the whole liability of Licensor in the event that the Licensed Software infringe the patents, trademarks, copyrights or other intellectual property rights of any third party. Licensee shall indemnify and hold harmless Licensor from any claims, damages, liabilities, costs and fees (including reasonable attorney fees) arising from Licensee's misuse of the Software as well as from Licensee's failure to comply with any term of this Agreement.
8. **EVALUATION VERSION OR FREE VERSION WARRANTY DISCLAIMER.** LICENSOR PROVIDES THE EVALUATION OR FREE VERSION OF THE SOFTWARE “AS IS” and without warranty of any kind, AND hereby disclaims all express or implied warranties, including without limitation warranties of merchantability, fitness for a particular purpose, performance, accuracy, reliability and non-infringement. This disclaimer of warranty constitutes an essential part of this Agreement.

9. **ENTERPRISE EDITION WARRANTIES AND DISCLAIMER.** Licensor warrants that the Software will perform in substantial accordance with the Documentation for a period of ninety (90) days from delivery (the “Warranty Period”). If the Software does not perform as warranted, Licensor shall undertake to correct the Software, or if the correction of the Software is not reasonably possible, replace such Software free of charge with conforming software. If neither of the foregoing is commercially practicable, Licensor shall terminate this Agreement with respect to the non-conforming Software and refund the monies paid by Licensee attributable to such non-conforming Software. *The foregoing are Licensee’s sole and exclusive remedies for breach of warranty.* The warranty set forth above is made to and for the benefit of Licensee and will be enforceable against Licensor only if: the Software has been used at all times in accordance with the instructions for such use; and Licensee has not made or caused to be made modifications, alterations or additions to the Software that cause it to deviate from the Documentation.
- EXCEPT FOR THE FOREGOING WARRANTIES, LICENSOR DOES NOT MAKE (AND HAS NOT AUTHORIZED ANYONE TO MAKE) ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. LICENSOR HAS NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY OTHER THAN AS PROVIDED ABOVE.
10. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY OR OTHERWISE, SHALL LICENSOR OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY (I) INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM LICENSEE’S USE OF THE SOFTWARE; (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY; OR (III) ANY MATTER BEYOND ITS REASONABLE CONTROL. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LICENSOR’S LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE LICENSE FEES PAID BY LICENSEE HEREUNDER FOR THE PRECEDING TWELVE (12) MONTH PERIOD. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF LICENSOR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **TERM AND TERMINATION.** The Evaluation or Free Version is provided for a period of thirty (30) days (“Evaluation Period”). At the end of the Evaluation Period, for continued use of the Software, Licensee will have to purchase a License to continue using the Software. The License shall commence on the purchase date of the Software and will remain in effect until the end of the term specified in the Order or until terminated by Licensor or Licensee. Licensee may terminate this Agreement at any time. Licensor may discontinue the evaluation or free version at any time. Licensor may terminate this Agreement immediately if Licensee violates any provision of this Agreement. Any termination of this Agreement shall also terminate the licenses granted hereunder. Upon termination of this Agreement for any reason, Licensee shall destroy and remove from all computers, hard drives, networks, and other storage media all copies of the Software, and shall so certify to Licensor that such actions have occurred. Licensor shall have the right to inspect and audit Licensee’s facilities to confirm the foregoing. Sections 2 through 3 and 7 through 12 and 16, and all accrued rights to payment, shall survive termination of this Agreement.
12. **CONFIDENTIALITY.** “Confidential Information” means information or materials provided by one party (“Discloser”) to the other party (“Recipient”) which are in tangible form and labelled “confidential” or the like, or, information which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) License Keys; (b) information regarding Licensor’s pricing, product roadmaps or strategic marketing plans; and (c) non-public materials relating to the Software. Recipient may use Confidential Information of Discloser; (a) to exercise its rights and perform its obligations under this Agreement; or (b) in connection with the parties’ ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient’s duty hereunder. Recipient will protect Confidential Information from

unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care. Recipient's obligations under this Section with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

13. **GOVERNMENT USE.** If Licensee is part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Software are each a "commercial item," "commercial computer software" and "commercial computer software documentation." In accordance with such provisions, any use of the Software by the Government shall be governed solely by the terms of this Agreement.
14. **COMPLIANCE WITH LAWS AND IMPORT/EXPORT CONTROLS.** Licensee will comply in all respects with any and all applicable laws, rules and regulations and obtain all permits, licenses and authorizations or certificates that may be required in connection with Licensee's exercise of its rights and obligations under any part of the Agreement, including use or access of the Software by its users. Without limiting the foregoing, Licensee will comply with all applicable trade control laws, including but not limited to any sanctions or trade controls of the European Union ("E.U."), Canada, the United Kingdom ("U.K."), and United Nations ("U.N."); the Export Administration Regulations administered by the U.S. Department of Commerce's Bureau of Industry and Security; U.S. sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"); or on the U.S. Department of Commerce Entities List ("Entities List"); and any import or export licenses required pursuant to any of the foregoing; and all applicable anti-money laundering laws, including the U.S. Bank Secrecy Act, Money Laundering Control Act, and Patriot Act, the Canadian Proceeds of Crime (Money Laundering) and Terrorist Financing Act, the U.K. Proceeds of Crime Act, and legislation implementing the International Convention on the Suppression of the Financing of Terrorism or the money laundering provisions of the U.N. transnational Organized Crime Convention. Licensee represents and warrants that: (a) neither Licensee nor any user is located in, under the control of, or a national or resident of any country to which the export of Software licensed under the Agreement, or related information, would be prohibited by the applicable laws, rules or regulations of the U.S., Canada, U.K., E.U., or other applicable jurisdiction; (b) neither Licensee nor any user is a person (legal or natural) to whom the export of any software or technology licensed under the Agreement, or related information, would be prohibited by the laws of the U.S., Canada, U.K., E.U., or other applicable jurisdiction; (c) Licensee and each user has and will comply with applicable laws, rules and regulations of the U.S., Canada, U.K., E.U., or other applicable jurisdiction(s) and of any state, province, or locality or applicable jurisdiction governing exports of any product or service provided by or through Licensor; (d) Licensee and all users will not use Software for any purposes prohibited by applicable laws, rules or regulations on trade controls, including related to nuclear, chemical, or biological weapons proliferation, arms trading, or in furtherance of terrorist financing; (e) neither Licensee nor any user nor any of its affiliates, officers, directors, or employees is (i) an individual listed on, or directly or indirectly owned or controlled by, a person (legal or natural) listed on, or acting on behalf of a person listed on, any U.S, Canadian, E.U., U.K., or U.N. sanctions list, including OFAC's list of Specially Designated Nationals or the Entities List; or (ii) located in, incorporated under the laws of, or owned (meaning 50% or greater ownership interest) or otherwise, directly or indirectly, controlled by, or acting on behalf of, a person located in, residing in, or organized under the laws of countries with comprehensive sanctions as defined at <https://www.entrust.com/legal-compliance/denied-parties> (each of (i) and (ii), a "Denied Party"); and (f) Licensee and each of its users is legally distinct from, and not an agent of any Denied Party. In the event any of the above representations and warranties is incorrect or the Licensee or any user engages in any conduct that is contrary to sanctions or trade controls or other applicable laws, regulations, or rules, the Agreement,

any purchase orders, performance of services, or other contractual obligations of Licensor are immediately terminated.

15. **RECORDS AND AUDIT.** During the term of this Agreement, Licensee will maintain accurate records of Licensee's use of the Software sufficient to show compliance with the terms of this Agreement. Licensor may request and Licensee will provide a report within thirty (30) days disclosing all Software in use throughout the organization, comparing the number of licenses in use to the number of effective licenses issued. Licensee will promptly pay the additional fees associated with any additional licenses in use that exceed the licenses issued. In addition, Licensor will have the right to audit Licensee's use of the Software to confirm compliance with the terms of this Agreement. That audit is subject to reasonable notice by Licensor and will not unreasonably interfere with Licensee's business activities. Licensor may conduct no more than one (1) audit in any twelve (12) month period, and only during normal business hours. Licensee will reasonably cooperate with Licensor and any third party auditor and will, without prejudice to other rights of Licensor, address any non-compliance identified by the audit by promptly paying additional fees. Licensee will promptly reimburse Licensor for all reasonable costs of the audit if the audit reveals either underpayment of more than five (5%) percent of the Software fees payable by Licensee for the period audited, or that Licensee has materially failed to maintain accurate records of Software use.
16. **MISCELLANEOUS.** This Agreement represents the complete agreement concerning the Software between the parties, to the exclusion of any pre-printed or contrary terms of any Licensee purchase order (or similar document), and supersedes all prior agreements and representations between them; provided, however, that if there is already a mutually signed agreement between Licensor and Licensee (not including any Licensee purchase order or similar document) covering Licensee's license to use the Software, then the express terms of that signed agreement will govern to the extent they are expressly contrary to this Agreement. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of Licensor to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit Licensor's rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned or transferred for any reason whatsoever without Licensor's consent (provided, however that no such consent shall be required in the event of an assignment to a successor to substantially all of the assets or business of Licensee) and any action or conduct in violation of the foregoing shall be void and without effect. Licensor expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. This Agreement shall be governed by and construed the laws of the State of Minnesota, United States, and shall be brought in the federal and state courts located in Hennepin County, Minnesota. Each party hereby agrees that the applicable courts identified in this Section (Choice of Law) shall have personal and exclusive jurisdiction over such disputes. In the event that any matter is brought in a provincial, state or federal court each party waives any right that such party may have to a jury trial. To the maximum extent permitted by applicable law, the parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not apply to the Agreement. The foregoing choice of law and governing jurisdiction governs all claims arising out of or related to this Agreement, including tort claims.