

**TERMS OF SERVICE  
FOR  
SAFENET TRUSTED ACCESS**

October 2021

These terms of service (“Terms of Service”) are the terms and conditions on which you, an End Customer, make use of the Service (hereinafter defined) on behalf of your enterprise and provision use of the Service by individual end users. These Terms of Service may alternatively apply to you if you are not an End Customer, but an Administrator (as defined below) as follows: clauses 2.1, 2.3, 2.4, 3, 4, 5, 7-17.

Please read these Terms of Service, as may be amended by time to time, carefully before you access the Service. By accessing the Service, you agree to these Terms of Service and you represent and warrant your full authority to enter into these Terms of Service on behalf of the End Customer or, if you are an Administrator, on your own behalf. If you do not agree with these Terms of Service, you should not accept these Terms of Service and you must not use the Service.

**1. DEFINED TERMS**

1.1 In these Terms of Service, save where the context requires otherwise, the following words and expressions have the following meaning:

“**Account**” means an account with the Service to access and use the Service;

“**Administrator**” means any person designated by a Provider to use the Service portal to perform administrative functions such as assigning and revoking security tokens to provision and support the security tokens purchased in connection with the Service, as applicable;

“**Agreement**” means an agreement under which Thales or its authorized distributors, service providers or resellers permit you to access to the Service;

“**DPA**” means the STA Data Processing Addendum that is available at [https://supportportal.gemalto.com/csm?id=kb\\_article\\_view&sysparm\\_article=KB0015753](https://supportportal.gemalto.com/csm?id=kb_article_view&sysparm_article=KB0015753), as amended from time to time by Thales;

“**End Customer**” means the enterprise-level customer that purchased the Service pursuant to a purchase order or functionally equivalent purchasing vehicle;

“**Intellectual Property Rights**” means (a) patents, trademarks, service marks, registered designs, applications for any of those rights, trade and business names (including Internet domain names), unregistered trademarks, unregistered trade and business names, database rights, copyrights, rights in designs and inventions, rights in confidential information; and (b) rights of the same or similar effect to those specified in paragraph (a); in each case, in any jurisdiction;

“**Personal Data**” has the meaning as set out in the DPA;

“**PIN**” means the “**Personal Identification Number**” selected by you in connection with your use of the Service

“**Provider**” means the company providing you the Service;

**“Thales”** means the contracting Thales or its affiliated entity as identified in Section 18 based on the location from which you access the Service and the party to whom a purchase order or other ordering vehicle was submitted;

**“Security Credentials”** means the one-time password (OTP) produced by the Security Token, password, or PIN used to authenticate to the Service;

**“Security Token”** means a hardware or software-based multi-factor authentication security device used to authenticate to the Service;

**“Service”** means the cloud version of SafeNet Trusted Access Service “STA” (inclusive of STA Basic, STA and STA Premium) being accessed by you and/or made available for access by you on behalf of your end user;

**“Software Agent”** means Thales software that is installed in the End Customer’s environment to perform autonomous actions associated with the Service, e.g. extending a third party VPN application to use a one-time password for authentication; and

**“you”** or **“your”** means the company, person or organization (and their authorized users) that has been granted access to the Service pursuant to the Agreement.

## **2. ACCESS TO THE SERVICE**

2.1 Your access to the Service will end when the Agreement is terminated or your access is otherwise terminated in accordance with the provisions of these Terms of Service. Any amounts you prepaid for the Service are non-refundable.

2.2 Upon expiration of your initial term, your access to the Service will automatically renew for the same term as initially ordered unless you or your Provider give notice of non-renewal to the other party at least thirty days in advance of the renewal date. You agree to pay the fee applicable to any such renewal.

2.3 To access the Service, your Provider will contact you to register and set up an Account, a login and Security Credentials for your Account. You are responsible for maintaining the confidentiality of your login details and any activities that occur under your Account.

2.4 You are advised to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account. If you have any concerns about your login details or think such details have been misused, you should contact your Provider.

## **3. ACCEPTABLE USE**

3.1 You shall not, and shall not permit any third party to access, store, distribute or transmit any viruses, data or any material during the course of your use of the Service that is

unlawful, illegal, harmful, threatening, defamatory, obscene, abusive or infringing any rights or in any way not in compliance with applicable laws.

3.2 Thales may, without liability to you, disable the Service to the extent necessary to disable access to any data or material that breaches the provisions of this clause.

3.3 You shall not, and shall not permit any third party to (except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties):

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means, unless and only to the extent expressly permitted under these Terms of Service; or
- (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service or the Security Token; or
- (c) access all or any part of the Service in order to build a product or service which competes with the Service; or
- (d) use the Service, or any component thereof, to provide services similar to the Service to third parties; or
- (e) use the Service or any component thereof other than as part of the Service or in any way other than the purposes for which the Service is intended; or
- (f) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Service or any software component thereof; or
- (g) attempt or cause or permit any other to translate, modify or create derivative works of any software component of the Service; or
- (h) use the Service unfairly or for any other purpose other than for which the Service was intended;
- (i) use, misuse or abuse the Service in a manner that can cause interference with the Service or other customers' use of the network or the Service; or
- (j) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service, or any component thereof, available to any third party except as permitted by these Terms of Service.

3.4 You shall maintain any third party software copyright notices and comply with any license terms embedded therein on third party software received in connection with software products.

3.5 You shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Service and, in the event of any such unauthorized access or use, promptly notify your Provider. In addition, you shall strictly comply with and/or if you provide access to the Service on behalf of other end users, you shall require them to comply with the following requirements:

- (a) use your Security Credentials to identify yourself;
- (b) strictly safeguard your Security Credentials against loss, damage, and theft;
- (c) do not disclose your Security Credentials to anyone including system administrators who are or claim to be representatives of the Provider and if anyone requests your Security Credentials for any reason, report such incidents to the Provider;
- (d) if your Security Token is lost, damaged, stolen, or if you believe the confidentiality of your Security Credentials have been compromised, report these incidents immediately to the Provider so that the Provider may disable, change or replace those Service Credentials; and
- (e) do not give away, sell, rent or lend your Security Token or Security Credentials to anyone, even if an authorized user of the Service, noting that you may be charged a replacement fee for the Security Token.

#### **4. CHANGES TO THE SERVICE**

Thales is always innovating and finding ways to improve the Service with new features and services and you recognize that the Service may change from time to time and no warranty, representation or other commitment is given in relation to the continuity of any functionality of the Service.

You will promptly install all updates to the Software Agent as Thales makes them available and if you provide access to the Service on behalf of other end users, you shall require them to install all such updates also.

#### **5. DATA PROTECTION**

If Thales processes any Personal Data as a result of providing the Service, Thales shall do so in accordance with the DPA, which may be modified by Thales at any time or as otherwise required by law. Thales shall (i) provide you notice of any changes that would materially and adversely affect the protections provided by the DPA; and (ii) post the revised DPA with respect to all other changes on the web page where DPAs reside as noted in Section 1.1. Your continued use of the Service after the DPA has been amended will be considered as your acceptance of the amended DPA.

#### **6. SLA (SERVICE LEVEL AGREEMENT)**

SLAs, if any, are as communicated to you by your Provider in writing.

#### **7. PROPRIETARY RIGHTS AND US GOVERNMENT RESTRICTED RIGHTS**

You acknowledge and agree that Thales and/or its licensors own all Intellectual Property Rights in the Service. Except as expressly stated herein, you are not granted any Intellectual Property Rights or any other rights or licenses in respect of the Service.

Thales may collect system data (excluding Personal Data) regarding your use of the Service and how the Service functions to: (a) enhance and/or deliver the Service; (b) provide you the option of upgrades, new offerings, and enhancements to the Service; (c) for billing purposes including but not limited to usage-based billing; and (d) functioning of the Service for troubleshooting. Such collected system data will be the sole property of

Thales or its Affiliates. You hereby grant to Thales a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by you or your end users (if applicable) relating to the operation of the Service. You hereby consent to such collection activities and extension of offers from Thales or Provider for Service upgrades, new offering and enhancements.

If you are an agency or contractor of the United States Government, you acknowledge and agree that (a) the Service (including any software forming a part thereof) were developed entirely at private expense, (b) the Service (including any software forming a part thereof) in all respects constitute proprietary data belonging solely to Thales, (c) the Service (including any software forming a part thereof) are not in the public domain, and (d) the software forming a part of the Service is "Commercial Computer Software" as defined in sub-paragraph (a)(1) of DFAR Section 252.227-7014 or FAR Part 12.212.

## **8. NO LIABILITY**

- 8.1 The Service is provided to you on an "AS IS" basis and Thales gives no representations, warranties, conditions or other terms of any kind in respect of the Service, whether express or implied, including, but not limited to, warranties of satisfactory quality, merchantability fitness for a particular purpose or non-infringement. Thales will not be responsible for any interruptions, delays, failures or non-availability affecting the Service or the performance of any products or services which are caused by you or third parties, or any errors or bugs in software, hardware, or the Internet on which Thales relies to provide the Service, or any theft of your online identity due to Service failures, your own negligence or otherwise. Thales, its subsidiaries, affiliates, employees, agents, officers and directors will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary or other damages in connection with these Terms of Service, the Agreement or provision of the Service, even if Thales or Provider have been advised of the possibility of such damages.
- 8.2 The Service may contain links to, or call the servers of, third party websites or services that are not under Thales' control ("**Third Party Sites**"). As such, Thales is not responsible for, and makes no express or implied warranties with regard to, the information, content or other material, products or services that are contained in or are accessible through, or the policies regarding the use and privacy of, Third Party Sites. Access to and use of Third Party Sites, including information, content, material, products, and services on such websites or available through such websites, is solely at your risk.
- 8.3 Nothing in these Terms of Service excludes Thales' liability:
- (a) for death or personal injury caused by Thales' negligence; or
  - (b) for fraud or fraudulent misrepresentation.
- 8.4 Thales shall not be liable to you whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss or damage (whether direct or indirect) arising in connection with your use or failure to use the Service.
- 8.5 Nothing in this clause is intended to affect any rights you have under the Agreement.

## **9. TERMINATION OF ACCESS**

- 9.1 Should your Account be terminated or if you cease use of the Service, you must contact the Provider immediately to disable your Account and return your Security Token according to the Provider's instructions. Further, you acknowledge and agree that upon termination or discontinuation for any reason or for any non-renewal, Thales may delete all information, keys, certificates, user material and/or any other data or information related to you or your use of the Service and may ban you access to and use of the Services. These Terms of Service will continue to apply to all past your use, even if you are no longer using them.
- 9.2 Thales or Provider may terminate your access to the Service with immediate effect:
- (a) if you breach clause 3 of these Terms of Service;
  - (b) if you infringe Thales' Intellectual Property Rights in the Service or make any unauthorized use of the Service; or
  - (c) on a temporary basis (and to be restored as soon as commercially practicable) if Thales reasonably believes it necessary to maintain the security or integrity of the Service or to prevent its misuse.

## **10. WAIVER**

No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

## **11. SEVERABILITY**

If any provision of these Terms of Service is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

## **12. AMENDMENTS**

- 12.1 Thales may amend these Terms of Service at any time.
- 12.2 Thales will post a copy of the amended Terms of Service on the web page where the Service is accessed. Your continued use of the Service after the Terms of Service have been amended will be considered as your acceptance of the amended Terms of Service.

## **13. ASSIGNMENT**

You may not assign or purport to assign these Terms of Service or any of its obligations thereunder without Thales' prior written consent.

## **14. THIRD PARTY RIGHTS**

These Terms of Service do not confer any rights on any third party.

## **15. PUBLICITY**

Thales may publicly disclose that you are a user of the Service. Additionally, you agree to participate in press announcements, case studies, trade shows, or other marketing reasonably requested by Thales. During your use of the Service and for a period thereafter, you grant Thales the right, free of charge, to use your name and/or logo, worldwide, to identify you as a customer on Thales' website and/or in other marketing or advertising materials. Any logo use shall be subject to Thales' compliance with any written

guidelines that you may deliver to Thales regarding the use of your name and logo.

## 16. CONSENT FOR CONTACT

Per your consent as evidenced in your Agreement and/or in order for Thales to provide Service pursuant to your Agreement, Thales may (a) contact you directly to communicate on matters related to the Service; (b) access any Service instance as necessary to provide the Service; and (c) collect and use transaction and system data (excluding Personal Data) regarding use and functioning of the Service in order to: (i) enhance and/or deliver the Service; and (ii) assess the functioning of the Service for troubleshooting. Such collected system data will be the sole property of Thales or its Affiliates.

## 17. ENTIRE AGREEMENT

With respect to End Customers, these Terms of Service contain the whole agreement between Thales and the End Customer relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter. With respect to Administrators, these Terms of Service are in addition to, and supplement any separate agreement you have with Thales covering the distribution of SAS or STA, as the case may be.

## 18. GOVERNING LAW AND JURISDICTION

These Terms of Service and any related service agreement are made pursuant to and shall be construed and enforced in accordance with the chart below and the country in which you access the Service.

Customer Country	Contracting Entity	Governing Law and Jurisdiction
United States of America and the Caribbean	THALES DIS CPL USA, INC.	Texas law and Federal Courts in Travis County, Texas
Canada	THALES DIS CPL CANADA, INC.	Laws of the Province of Ontario and courts in the Province of Ontario
Brazil	THALES DIS BRASIL CARTÕES E SOLUÇÕES TECNOLÓGICAS LTDA	Laws of Brazil and courts in São Paulo, Brazil
Mexico	THALES DIS MEXICO SA DE CV	Laws of Mexico and courts in Mexico City, Mexico.
Rest of the LATAM countries (except as otherwise noted here)	THALES DIS MEXICO SA DE CV	Laws of Mexico and courts in Mexico City, Mexico.
Hong Kong, China and the rest of Asia (except as otherwise noted here)	THALES DIS CPL HONG KONG LIMITED	Laws of Hong Kong and courts in Hong Kong
Japan	THALES DIS CPL JAPAN KK	Laws of Japan and courts in Tokyo, Japan
India	THALES DIS CPL INDIA PRIVATE LIMITED	Laws of India and courts in New Delhi, India
Australia	THALES DIS CPL AUSTRALIA PTY LTD	Laws of New South Wales, Australia and courts in Sydney, Australia
Austria, Germany, Switzerland	THALES DIS CPL DEUTSCHLAND GMBH	Laws of Germany, German Tribunal
United Kingdom	THALES DIS CPL UK LIMITED	Laws of England and Wales, English Courts
Rest of the EMEA countries	THALES DIS TECHNOLOGIES BV	Laws of Netherland, Courts of Amsterdam or Laws of England, English Courts
Israel	THALES ISRAEL LIMITED	Laws of England and Wales, English Courts