

Futurex Managed Key Services (MKS)

Terms and Conditions

1. **Description of Service Offering & Definitions:** Futurex will manage cryptographic keys for Customer, ensuring compliance with applicable security standards, including PCI-DSS, PCI PIN, and PCI P2PE with the following options:
 - **Single Key Exchange** – Permits the creation and distribution or receipt of one key exchanged via component parts utilizing a bonded courier in compliance with all applicable PCI standards. Upon confirmation of key delivery, Futurex will destroy all related keying materials and no related keying materials will be retained. Backup and recovery services are not available at this service level. The management of the key is the Customer's sole responsibility.
 - **Level -1** – Permits the creation and distribution and/or receipt of up to five (5) key exchanges via component parts utilizing a bonded courier in compliance with all applicable PCI standards during a twelve (12) month period. Additionally, Futurex will manage the creation, storage, distribution and/or receipt of up to 250 encrypted keys in compliance with all applicable PCI standards during a twelve (12) month period. If service is not renewed, all keys managed by Futurex must be removed from the Futurex environment and destroyed in accordance with applicable PCI standards.
 - **Level -2** – Permits the creation and distribution and/or receipt of up to twenty (20) key exchanges via component parts utilizing a bonded courier in compliance with all applicable PCI standards during a twelve (12) month period. Additionally, Futurex will manage the creation, storage, distribution and/or receipt of up to 1,000 encrypted keys in compliance with all applicable PCI standards during a twelve (12) month period. If service is not renewed, all keys managed by Futurex must be removed from the Futurex environment and destroyed in accordance with applicable PCI standards.
 - **Level -3** – Permits the creation and distribution and/or receipt of twenty-one or more (21+) key exchanges via component parts utilizing a bonded courier in compliance with all applicable PCI standards during a twelve (12) month period. Additionally, Futurex will manage the creation, storage, distribution and/or receipt of 1,001 or more encrypted keys in compliance with all applicable PCI standards during a twelve (12) month period. If service is not renewed, all keys managed by Futurex must be removed from the Futurex environment and destroyed in accordance with applicable PCI standards.
 - **Component Enabled Keys** is hereby defined as Keys will be managed with split knowledge and dual control requirements. Certified shipping logistics providers will be used to ensure the secure transportation of key components.
 - **Encrypted Keys** is hereby defined as Keys will be managed as encrypted objects, either as simple cryptograms or as key blocks/bundles conforming to standards such as X9.143.

2. Key Creation and Dissemination Process

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- **Key Request Process:** All key requests must be submitted via the Futurex VIP Portal. Requests must include detailed specifications for the keys, including key type (Component Enabled or Encrypted), intended use, relevant meta-data such as KSI information, and any specific security requirements.
- **Key Generation for Component Enabled Keys:** Keys shared via component part possess an inherent dependency upon the key receiving party to acknowledge two or more separate parts on a case-by-case basis. Accordingly, the SLA is confined to the initiation of exchange activities. No SLA is guaranteed for completion of the exchange process.
- **Key Generation for Encrypted Keys:** Encrypted Keys will have no dependency on key receiving parties. An encrypted key is inherently one single object, which can be shared one single time.
- **Initiation: 5 business days** from the time of request acknowledgment IF all the necessary information is provided to Futurex at the time the key request is made.
- **Delivery of Keys:** Upon completion, keys will be delivered according to the security protocols agreed upon during the request process, either through certified shipping logistics (for Component Enabled Keys) or via secure electronic transfer (for Encrypted Enabled Keys).
- **Reporting:** Annual service reports may be requested, detailing uptime, incident management, and any other key inventory details.

3. Responsibilities of the Parties

- **Futurex Responsibilities:** Futurex shall (1) Provide KMaaS in accordance with this SOF, (2) ensure all services are delivered in a secure and compliant manner, (3) acknowledge and process key requests within the specified turnaround times, (4) all customer data and keys will be protected using industry-standard encryption, (5) access to keys will be restricted based on the principles of least privilege, split knowledge, and dual control, and (6) ensure compliance with PCI-DSS, PCI PIN, PCI P2PE, and other relevant standards.
- **Customer Responsibilities** Customer shall (1) ensure timely payment of service fees, (2) provide accurate information and documentation required for service delivery, (3) adhere to security protocols and guidelines provided by Futurex, and (4) submit key requests with sufficient, accurate, and completed information in order for Futurex to create the keys in a timely manner.

4. Service Fees & Payment Terms.

- **Service Fees:** Service fees are outlined in the applicable Service Order Form.
- **Payment Terms:** Payments are due within 30 days of invoice date. Late payments may incur a 10% late fee. Notwithstanding anything in the Agreement to the contrary, Customer acknowledges and agrees that Futurex may suspend performance of and/or access to any or all of the Futurex Services, discontinue the provision of any or all of the Futurex Services, or terminate this Service Order Form in its entirety for its uncured non-payment of undisputed invoices (following receipt of notice of nonpayment and failure to cure with

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fifteen business days) upon providing twenty-four (24) hours prior written notice (which may be via e-mail) of its intent to do so. In addition to any other remedies Futurex may have under the Agreement, Customer will be responsible for, and reimburse Futurex for, reasonable costs, expenses and fees directly incurred in Futurex efforts to collect unpaid amounts due hereunder and not disputed in good faith, including, but not limited to, third party collection agency fees and reasonable attorneys' fees.

5. Term and Termination

- **Term.** This Service Order shall commence upon the Service Order Form Activation Date and shall continue for the number of months from the Service Activation Date as set forth above (the "Initial Term"). Upon expiration of the Initial Term, this Service Order Form will automatically renew for successive twelve (12) month periods (each a "Renewal Term" and, together with the Initial Term, the "Term") unless either party provides written notice to the other party ninety (90) days prior to the end of the Initial Term or then current Renewal Term of its intent to terminate this Service Order Form
- **Termination.** In the event of expiration of the Term or termination of this Service Order Form, the Futurex Services will be terminated on the date on which the Term expires or the date on which the Futurex Services are terminated by Futurex or Customer in accordance with the Agreement, as applicable. Customer is solely responsible for procuring any new or replacement services upon termination or expiration. For avoidance of doubt, Futurex will terminate Customer's access to any portals, Services, and Futurex Infrastructure as of the date of expiration or termination, as applicable. In the event that Customer terminates this Service Order Form prior to the expiration of the Term for convenience, Customer will be responsible for paying the balance of all monies due for the remaining Term of this Service Order Form. In the event Futurex terminates this Agreement due to Customer's uncured defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, Customer will be responsible for paying the balance of all monies due for the remaining Term of this Service Order Form.

- 6. Dispute Resolution.** All claims arising out of or related to this agreement will be governed by Texas law and will be litigated exclusively in the federal or state courts of Comal County, Texas, USA. The Parties consent to Personal jurisdiction in those courts.