



Data Protection Solution Products Support Schedule

The Agreement for any Support provided with respect to Covered Offerings (defined below) is made up of these Support terms (the "Support Schedule"), the Entrust General Terms and Conditions that are available at <https://www.entrust.com/general-terms.pdf> ("General Terms"), and an Order for such Support. Capitalized terms not defined herein have the meanings given to them in the General Terms or the applicable Covered Offering Schedule.

1. **Definitions.** The following terms shall have the meaning ascribed to them as follows:
 - 1.1. "**Business Day**" means working hours noted in Section 9.
 - 1.2. "**Covered Offering**" means each DPS Hardware, Hosted Service, Software, and Third Party Vendor Product for which Entrust provides Support Services.
 - 1.3. "**Customer-Hosted Offering**" means DPS Hardware, Software and/or Third Party Vendor Products that are hosted by Customer or installed on Customer's premises.
 - 1.4. "**Data Protection Solution Product(s)**" includes the following products: DPS Hardware, nShield as a service (nSaaS) and DPS Software.
 - 1.5. "**DPS Hardware**" means the Hardware associated with Entrust's Data Protection Solution Product range.
 - 1.6. "**DPS Software**" means the Software associated with Entrust's Data Protection Solution Product range.
 - 1.7. "**Extended Support**" means the services which may be available from Entrust under a separate agreement, for Superseded Products or non-standard support relating to reinstatement of Support Services.
 - 1.8. "**Hosted Service**" for the purposes of this Schedule means nShield as a Service.
 - 1.9. "**Named Support Contacts**" means individual Users nominated by Customer to act as Customer's support representatives.
 - 1.10. "**Problem**" means a reproducible defect that causes the Covered Offering to fail to conform to its applicable current Documentation.
 - 1.11. "**Production Environment**" means Customer's live business environment with active users.
 - 1.12. "**Response Time**" means the amount of time that elapses between the Customer's report of a Service Request to Entrust and Entrust's acknowledgement of the report, confirmation or assignment of a severity or priority classification, and indicating that a response to the Problem or request has been initiated.
 - 1.13. "**Service Plan**" means the applicable Service Plan for the Covered Offering as referenced in Section 9.
 - 1.14. "**Service Request**" means a reported Problem or request specific to a Covered Offering which is unique from any other opened support cases reported by Customer.
 - 1.15. "**Software**" for the purposes of this Schedule means any Software (as defined in the General Terms) licensed by Entrust under terms that incorporate this Schedule by reference.
 - 1.16. "**Superseded Product**" means previous version(s) of the Software or Third Party Vendor Product(s).



- 1.17. **“Support Services”** means the services described in this Support Schedule relating to the Covered Offerings that are provided by Entrust according to the Service Plan specified in the applicable Order, and excludes Extended Support.
- 1.18. **“Support Welcome Pack”** means guide to using Support Services for the applicable DPS Products containing, inter alia, information related to DPS Product Service Plan.
- 1.19. **“Upgrade”** in the context of Software and Third Party Vendor Products that are commercial software products, means a subsequent release or version of the Software/Third Party Vendor Product; Upgrade releases will be designated by a change in the release number.
2. **Support Provision.** Subject to Customer’s timely payment of all fees related to the Covered Offering, Entrust will provide the Support Services in accordance with the applicable Service Plan set out in the Order.
3. **Support Term.** The Offering Term for Support Services is as set out in the applicable Order, or, if not specified in the applicable Order, is for a period of twelve (12) months.
4. **Support Fees.**
 - 4.1. Any and all fees for the Support Services will be as set out in the applicable Order and are payable in accordance with the Order and the General Terms.
 - 4.2. Entrust will notify Customer of any increase in Support fees thirty (30) days in advance of the expiration of each Support Services term. If Customer does not agree to the Support Services fee increase prior to expiration of then current term, Support Services will not renew.
5. **Customer’s Named Support Contacts.**
 - 5.1. When making a Service Request, Customer shall provide:
 - 5.1.1. All relevant system configuration settings, and keep Entrust informed of any relevant changes made to it. Customer is responsible for re-validating any configuration settings prior to moving to a Production Environment.
 - 5.1.2. Access to qualified functional or technical personnel to aid in diagnosis and to assist in repair or remediation of any Problem reported in the Service Request
 - 5.1.3. Upon Entrust’s request, additional data deemed necessary or desirable by Entrust to reproduce the environment in which a reported Problem occurred, or to otherwise address the Service Request.
 - 5.2. For Severity 1 Problems, Customer must have dedicated resources available to work on the issue on an ongoing basis during the reported Problem. If no dedicated Customer resources are available, Entrust’s obligations with respect to the Problem will be suspended until such time as such resources become available.
 - 5.3. Unless specifically permitted in the applicable Agreement, Customer (and its Named Support Contacts) shall only contact Entrust, and not any of its suppliers or licensors, with questions or Problems relating to the Covered Offerings.
6. **Support Services For Third Party Vendor Products.**



6.1. Support for Third Party Vendor Products.

- 6.1.1. If Entrust provides Support Services for any Third Party Vendor Product, as specified in an Offering Schedule, Order, or as agreed by the parties in writing, Entrust will use commercially reasonable efforts to support such Third Party Vendor Product in the same manner as other Covered Offerings, with the following exceptions: (a) if resolution of any Service Request requires changes or fixes to the Third Party Vendor Product or other assistance from the third party vendor, Entrust's sole obligation will be to escalate such Service Request to the applicable vendor; and (b) any time periods set out in this Schedule shall exclude any time during which Entrust is required to wait for a response or resolution from the vendor.
- 6.1.2. Customer will be responsible for testing any changes or fixes provided by the vendor to fix any Problems relating to a Third Party Vendor Product and notify Entrust if any additional issues or deficiencies are identified or if the change or fix does not resolve the Problem (or creates a new one).
- 6.1.3. Unless otherwise agreed by the parties in writing, Customer will not contact the vendor of any Third Party Vendor Product directly, but instead will communicate any Service Requests to Entrust.

7. **Upgrades for Customer-Hosted Offerings.**

- 7.1. Software Upgrades. Entrust will use commercially reasonable efforts to make available to Customer all Upgrades for Software and Third Party Vendor Products generally available from Entrust at no additional cost to Customer. Upon the release of each Upgrade, and unless otherwise specified, Entrust will have no obligation to provide Support Services for Superseded Products. Entrust may offer to provide Extended Support for such Superseded Product for an additional charge under the terms and conditions of a separate agreement. If Customer is interested in purchasing Extended Support, Customer may contact an Entrust sales representative or authorized reseller for more information.
- 7.2. Platform Options. If Customer has licensed a platform-specific version of Software (server Software only, e.g. "for Windows") and Entrust also offers the same version of the Software on an Entrust-supported computing platform other than the platform on which Customer originally licensed such Software (e.g. "for Mac"), upon request, Entrust will, at no additional charge, other than shipping costs, provide Customer with a copy of the alternate platform version of the Software as a replacement for the originally-licensed version. Customer may use the alternate platform version of the Software for the new platform pursuant to the same terms and conditions applicable to the original platform version of the Software, provided that Customer may not run both versions of the Software concurrently.

8. **Exclusions.**

- 8.1. Entrust shall have no obligation to provide Support Services under this Support Schedule if a Service Request is made because of: (a) Customer's failure to maintain proper site or environmental conditions, (b) any fault of Customer or any User, including misconfiguration of components, improper use, or use that is not in accordance with the applicable Documentation, (c) any attempts at repairs, maintenance, or modifications to the Covered Offerings performed by a Person other than authorized service personnel of Entrust, (d) the acts of third parties (unless authorized by Entrust), (e) failure or interruption of any electrical power, telephone or communication line or like cause, (f) Problems caused by third party software,



hardware or services, including but not limited to web server and web browser software, plug-ins and integrations, or (g) use of unsupported software (including Superseded Products) or (h) with respect to DPS Hardware, an act or omission of Customer related to relocation, movement, or improper installation with reference to the installation documentation.

8.2. If Entrust recommends having a Covered Offering deployed in a test environment prior to deployment in a Production Environment, and Customer chooses not to follow such advice, then Customer’s use of the Covered Offering shall be at Customer’s own risk and any Service Requests relating to such Covered Offering will be classified and treated as if they were in a test environment.

8.3. This Support Schedule expressly excludes on-site support and support for (a) any Offering that was provided on a “no charge”, beta testing, proof of concept, evaluation or “not for resale” basis, (b) for Hardware other than DPS Hardware, (c) for third party products and services other than Covered Offerings, including for applications that utilize Entrust toolkit software products, and (d) for non-Entrust developed integrations of the Covered Offerings with third party products or services.

9. **Support Services for DPS Products.**

9.1. **DPS Cloud Security, Encryption and Key Management (formerly “Hytrust”) Software**

9.1.1 Help Desk Support. Telephone (+1 (844) 681-8100), email (support@hytrust.com) and web-based (https://support.hytrust.com) support will be provided to Named Support Contacts (as noted below) between the hours of 8:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday. Emergency support for Priority 1 Problems will be available twenty-four/seven (24/7/ 365) by contacting: toll-free +1 (844) 681-8100 or +1 (650) 681-8100. Licensee will designate up to three (3) Named Support Contacts and provide their names to Entrust. Only Named Support Contacts may raise a Service Request.

9.1.2 Problem Correction & Service Levels. Each Service Request related to the Hytrust Software that has been submitted by Named Support Contact will be issued a tracking number and will be tracked by Entrust. Entrust may acknowledge submission of each Service Request through automated means (e.g. automated response email) or by direct contact via email or phone by an Entrust technical representative within the response times set out below for the applicable severity level. ‘Severity Level’ is a measure of the relative impact of an issue on Licensee’s systems or business. Entrust and Named Support Contact will work together to accurately define the severity level for a Service Request.

<u>Severity Level</u>	<u>Impact</u>	<u>Initial Call-Back by Entrust</u>
<u>Severity 1</u>	<u>HYTRUST Software is completely inoperative or at least one component of mission-critical functionality does not perform.</u>	<u>Within 1 hour. Error diagnosis to commence immediately.</u>
<u>Severity 2</u>	<u>The overall performance of HYTRUST Software is degraded or at least one component of material (but not mission-critical) functionality does not perform.</u>	<u>Within 4 hours. Error diagnosis to commence immediately.</u>
<u>Severity 3</u>	<u>Any Problem that affects performance of the HYTRUST Software but does not degrade any</u>	<u>Within 12 hours. Error diagnosis to commence immediately.</u>



<u>Severity Level</u>	<u>Impact</u>	<u>Initial Call-Back by Entrust</u>
	<u>material or mission critical functionality</u>	
<u>Severity 4</u>	<u>General questions, feature requests, etc.</u>	<u>Within 12 hours.</u>

9.2. nSaaS

9.2.1. Support Services. The availability of Support Services for nSaaS Offering is set out in the Support Welcome Pack available at <https://www.entrust.com/-/media/documentation/userguides/dps-nshildaas-welcome-kit-br.pdf> .

9.2.2. Service Levels.

Uptime and Uptime Service Level Credits. The following table describes the service levels for the nSaaS Offering:

Targets – Entrust will use reasonable commercial efforts to achieve the target set out below:

Offering	Applicable Components/Functions	Target Uptime
nShield-as-a-Service (nSaaS)	HSM cluster availability across two or more datacenters	99.9%
nShield-as-a-Service (nSaaS)	Single instance HSM availability across a datacenter	99%

“Uptime” - is availability of the service calculated in the number of minutes for each year by subtracting the percentage of Downtime (in minutes) during which the service is not available and is calculated as below:

$$\text{Uptime in \%} = \frac{(\text{Availability (in minutes) in Yearly Review Period} - \text{Downtime (in minutes)})}{\text{Total minutes in a Yearly Review Period}}$$

“Downtime”- means, subject to the exclusions below, an interruption of five (5) minutes or more during which the ability of ten percent (10%) or more of all users of the applicable Offering(s) to access the applicable component or function is substantially impaired due to interruptions or impairments. Following is excluded from Downtime: (i) any Maintenance Windows (as noted below), (ii) suspension or termination of the applicable Offering in accordance with the terms of the applicable Agreement; (iii) implementation of critical / emergency security patches in accordance with a relevant risk/vulnerability assessment; (iv) factors outside of Entrust’s reasonable control, including any Force Majeure event, Internet accessibility problems beyond Entrust’s ISP environment; (v) Issues arising out of Customer’s or any third party’s network, software, equipment or other technology or service.

Maintenance Windows – “Maintenance Windows” are the time frames during which Entrust may perform scheduled routine system maintenance. The Maintenance Windows will not exceed 12 hours per month. Entrust will use commercially reasonable efforts to provide 2 weeks’ advance notice of the Maintenance Windows.



Notice of Default – In order to receive a Service Level Credit (as defined below), Customer must provide written notice to Entrust within thirty (30) days of the failure if Licensee believes Entrust has failed to meet any Service Level Target (“Service Level Default”). Upon receipt of such notice, Entrust will verify the accuracy of details provided by Customer against its service logs to determine, acting reasonably, whether a Service Level Default has or has not occurred, and will provide details relating to the cause of the Service Level Default to Customer within thirty (30) days from the date of notification. Customer’s failure to provide the notice required in this section will disqualify Customer from receiving a Service Level Credit.

Service Level Credit - Customer will be entitled to receive the Service Level Credit for a confirmed Service Level Default. “Service Level Credit” means an amount equal to five percent (5%) of the Monthly Fee for the calendar month in which the Service Level Default occurs, where “Monthly Fee” means the subscription fees paid to Entrust for the applicable Offering divided by the number of months in the applicable Term. The total aggregate amount of the Service Level Credit to be issued by Entrust to Customer for all Service Level Defaults that occur in a single calendar month will be capped at five percent (5%) of the Monthly Fee for such calendar month. Service Level Credits can only be applied against the renewal subscription fees due to Entrust for the applicable Offering and any unused Service Level Credits are forfeited upon termination of the Agreement. For clarity, Entrust is not required to issue refunds or make payments against such Service Level Credits under any circumstances, including upon termination of this Agreement. The Service Level Credit is Customer’s sole and exclusive remedy for any Service Level Default.

9.3. **DPS Hardware and DPS Software (save HYTRUST)**

9.3.1. Support Services. The availability of Support Services for DPS Hardware and DPS Software covered under this Section 9.3 is set out in the Support Welcome Pack available at <https://www.entrust.com/-/media/documentation/brochures/customer-welcome-pack-technical-support-br.pdf>. Entrust will use commercially reasonable efforts to meet the response times noted in the Welcome Pack. Access to the Support Help Center, e-mail or phone lines for the provision of Support may be suspended for brief periods due to scheduled maintenance and other factors. “Support Help Center” means the Entrust nShield Technical Support Help Center that can be accessed from the following link <https://www.entrust.com/contact/support>.

9.3.2. Lapsed Support Services Reinstatement. In the event Support Service expires or is otherwise terminated: (i) any reinstatement of Support Service shall be purchased to cover the lapsed Support Service since expiration or cancellation and must be renewed until the Support Service is current; and (ii) a reinstatement fee of twenty per cent (20%) of the list price shall be charged by Entrust to Customer. In addition, Customer shall warrant that as of the date of the order for renewal is placed that (to the best of its knowledge) all DPS Hardware and DPS Software covered under this Section 9.3 are functioning correctly. Reinstatement for lapsed Support Services can be backdated to a maximum of eighteen (18) months.

9.3.3. Supported Versions And End Of Life. Unless otherwise specified by Entrust, the provision of Support Services under this Section 9.3 is limited to: (a) the current Entrust certified version; and (b) the immediately preceding version of the Product. The Entrust ‘End-of-Life’ policy and information defining currently supported versions is available on request from Entrust technical support team.

9.3.4. DPS Hardware.



- A. Service Plan Options:
- i. Repair Replacement Option (Standard Support): During an active Support Services term, where the Service Plan purchased by Customer includes the 'Repair/Replacement' option, Entrust will repair the original unit or, will ship a replacement unit following receipt of Customer's report and acknowledgement by Entrust that the DPS Product set forth in the Order has experienced a Problem which is covered by the Support Services under this Section 9.3. Entrust will ship the repaired or replacement unit within fifteen (15) Business Days after receipt at Entrust offices of the unit that has experienced a Problem.
 - ii. Advance Replacement Option (Premium And Premium Plus Support): During an active Support Services term, where the Service Pan Level purchased by Customer includes the Advanced Replacement option, Entrust will ship a replacement unit by the end of the next Business Day following receipt of Customer's report and acknowledgement by Entrust that a Product set forth in the Order has experienced a Problem which is covered by Support Services under this Section 9.3.
 - iii. Rapid Delivery For UK Mainland And On-Site Spare Service Options: During an active Support Services term, where the Service Pan Level purchased by Customer includes 'Rapid Delivery' (available for UK mainland only) or the 'On-Site Spare' options, Entrust will, within four (4) operational hours (of a Business Day) of notification that a Hardware unit covered by Rapid Delivery support has experienced a Problem and requires replacement, dispatch a support engineer with a replacement DPS Hardware unit. For the On-Site Spare option the Customer shall be responsible for holding an additional spare at each of its allocated sites. The Customer is responsible for ensuring that the unit that has experienced a Problem is made available for collection by the support engineer when the replacement DPS Hardware unit is delivered. Customer is responsible for informing Entrust of the location of all units covered by either the Rapid Delivery or the On-Site Spare option and for informing Entrust of any changes to the locations of the units. Where Customer has used its site DPS Hardware unit spare under the On-Site Spare option it shall be accountable for immediately notifying Entrust's technical support team in order that arrangements can be made (with no additional cost to the Customer) to collect the faulty DPS Hardware unit and provision a new DPS Hardware unit that can respectively be stored at Customer's site. The Rapid Delivery and On-Site Spare options do not include the installation, de-installation or removal of the DPS Hardware units.

"Business Day" means either (a) in the United Kingdom from 08:30 AM to 05:00 PM, Monday to Friday excluding Saturdays, Sundays and public holidays; or (b) in Hong Kong from 09:00 AM to 05:00 PM, Monday to Friday excluding Saturdays, Sundays and public holidays; or (c) in the State of Florida, USA from 09:00 AM to 09:00 PM, Monday to Friday excluding Saturdays, Sundays and public holidays.

- B. DPS Hardware Return Material Authorization Policy
- i. Prior to returning any DPS Hardware to Entrust for repair or replacement, Customer must ensure that: the DPS Hardware is free of any legal obligations or restriction and of any Customer proprietary or confidential information that would prevent Entrust from exchanging, repairing or replacing the DPS Hardware; Customer has obtained a return material authorization ("RMA") from Entrust, including a RMA number; and it has complied with all applicable export and import control requirements. Customer should also ensure that any ancillary items (such as, without limitation smart cards, cables, rail kits "Non-Returnable Items") **should not** be returned with the Hardware. Entrust cannot guarantee delivery of any Non-Returnable Items back to the Customer. For better clarity of returnable Hardware Customer can contact DPS technical support prior to the return.



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- ii. All returns must comply with Entrust's RMA instructions. If Customer does not follow Entrust' RMA policy, Entrust may invoice Customer the full costs of returning the DPS Hardware.
- iii. Customer shall be responsible for the removal and return of the DPS Hardware that has experienced a Problem and the installation of the replacement DPS Hardware unless the Purchaser has purchased the Rapid Delivery or the 24x7 Rapid Delivery options with respect to such DPS Hardware. Failure to ship the original DPS Hardware back to Entrust within fourteen (14) days of receipt of the replacement DPS Hardware shall cause Customer to be responsible for the retail purchase of the replacement DPS Hardware.
- iv. In all cases, if Entrust, after inspection, concludes, in its absolute discretion, that the DPS Hardware returned or replaced by Customer has not experienced a Problem or falls outside the scope of Support Services covered under this Section 9.3, Entrust shall ship the unit back to Customer and Entrust shall have the right to claim the costs plus fifteen per cent (15%) from Customer of such return and the investigation.

C. DPS Hardware Upgrades.

Customer recognizes and acknowledges that as a replacement unit may contain a different or upgraded software version or other product variants that have developed or evolved over time, a possibility exists that such replacement unit may not be immediately compatible with Customer's operating environment such as to require Customer to make adjustments to its operating environment.

9.4. Additional Costs.

9.4.1 To the extent Entrust reasonably determines that a Problem is caused by any condition that is not covered by Support Services pursuant to this Section 9.3, Entrust may charge the Customer Entrust's then current hourly fees and costs associated with diagnosing and repairing such Problem.

9.4.2 In the event the Parties agree to supply Entrust personnel to Customer's premises other than for delivery in accordance with the Rapid Delivery or 24x7 Rapid Delivery options, Entrust shall charge the Customer Entrust's then current rates for visits to Customer's premises by Entrust's engineers. For the avoidance of doubt Entrust's rates do not include travel, hotel or subsistence expenses or the cost of materials and external services incurred in providing the Support. These amounts shall be charged at cost. Support Services pursuant to this Section 9 do not include the supply of operating supplies, accessories or consumable items.

9.5. Customer Obligations.

9.5.1 The Customer shall:

A. General.

- i. Promptly report any identified Problem to Entrust by logging in the Support Help Center or by email or by telephone as described in the Welcome Pack, documenting it in sufficient detail for Entrust to be able to recreate the Problem, in compliance with its information security responsibilities set forth below, and by providing: DPS Hardware Serial number, a description of the Problem and the circumstances in which it occurred, information on the supported DPS Product, e.g. software version, license number, environment etc., diagnostic information (logs, debugs) and an assessment of the severity of the Problem in terms of operational impact;



- ii. Quote the Entrust contract number when reporting the initial problem. Once the Problem has been logged and assigned a ticket number, this number should be quoted in all further communications;
- iii. Use DPS Product in accordance with the Documentation and promptly and regularly carry out all operator maintenance routines as and where specified;
- iv. Use with DPS Product operating supplies and media which comply with Entrust's recommendations;
- v. Permit only Entrust or Entrust's approved agents to adjust, repair, modify, maintain or enhance the DPS Hardware or Software, save for any operator maintenance specified for DPS Hardware, in which case, permit the DPS Products to be used or operated only by properly qualified operators directly under Customer's control;
- vi. Keep adequate back-up copies of the software, data, databases and application programs in accordance with best computing practice. Customer agrees that it is solely responsible for any and all restoration and reconstruction of lost or altered files, data and programs;
- vii. Maintain consistently the environmental conditions recommended by Entrust; and
- viii. Install and implement all solutions, corrections, resolutions, hot fixes and new releases in accordance with Entrust's installation instructions. Customer acknowledges that failure to install such solutions, corrections, resolutions, hot fixes and new releases may cause the DPS Software to become unusable or non-conforming and may cause subsequent corrections and Updates to be unusable. Entrust accepts no liability for the performance of the DPS Software that has not been installed in accordance with Entrust's installation instructions.

B. Access.

- i. In the event that Entrust agrees to send an engineer to Customer's site, Customer shall permit reasonable access to the DPS Product(s) for the purpose of carrying out the Support Services and shall make available suitable staff, telecommunications facilities and connections, modem links, electricity, light, heating and other normal services and operating time on any associated system to enable tests to be carried out, including at any remote location if necessary for this purpose. The Customer shall provide the Entrust personnel access to the DPS Product in a place, which conforms to the health and safety regulations of the country where the Entrust personnel is to perform such Support.
- ii. Entrust will not require access to any Customer data other than basic contact information from select Customer representatives to provide Support Services and Customer shall take appropriate precautions to prevent transfer of any unnecessary Customer data to Entrust.

10. **Out of Scope Services.** If Customer requires support that goes beyond what is described in this Schedule, including for example training and on-site services, such services may be available for purchase from Entrust pursuant to a separate written Agreement.

11. **Termination.** In addition to the termination rights in the General Terms, if either party is in material breach, or fails to perform one or more of its material obligations under this Support Schedule, the other party may, by written notice to the party in material breach, require the remedy of the material breach or the performance of the material obligation and, if the party so notified fails to remedy or produce a reasonable plan to remedy



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(which if such plan is not followed by the breaching party shall entitle the other party to terminate the Agreement for Support immediately), or perform within thirty (30) days of the written notice, declare the party in material breach to be in default and terminate the Agreement for Support.