

nShield as a Service Direct Schedule

The Agreement for Entrust's nShield as a Service Direct Offering ("nSaaS Direct") is made up of these terms and conditions (the "nSaaS Direct Schedule"), the Entrust General Terms and Conditions ("General Terms") available at <https://www.entrust.com/general-terms.pdf>, and an Order for nSaaS Direct. Capitalized terms not defined herein have the meanings given to them in the General Terms.

You, as the individual accepting the Agreement (as defined in the General Terms), represent and warrant that you are lawfully able to enter into contracts (e.g. you are not a minor). If you are entering into the Agreement on behalf of a legal entity, for example, the company or organization you work for, you represent to us that you have legal authority to bind such legal entity.

IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT (OR YOU DO NOT HAVE THE LEGAL AUTHORITY TO ENTER INTO CONTRACTS OR TO BIND THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING SUCH ACCEPTANCE), YOU SHALL NOT ACCESS OR USE NSAAS DIRECT. THE CONTINUED RIGHT TO ACCESS AND USE NSAAS DIRECT IS CONTINGENT ON CONTINUED COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT BY YOU (OR BY THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING ACCEPTANCE).

In consideration of the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. **Definitions.** The following capitalized terms have the meanings set forth below whenever used in this nSaaS Direct Schedule.
 - 1.1. "Customer Data" means any data, information, or other content that Customer transfers to Entrust for processing, storage or hosting by the Hosted Service. Customer Data excludes Service Data.
 - 1.2. "Customer Enrollment Form" means the Entrust online or written nSaaS Direct enrollment form signed and completed by Customer and confirmed by Entrust.
 - 1.3. "Documentation" means written materials prepared by Entrust (or its licensors or service providers) relating to the Hosted Service, including, without limitation, guides, manuals, instructions, policies, reference materials, release notes, online help or tutorial files, support communications (including any disputes between the parties) or any other materials provided in connection with modifications, corrections, or enhancements to the Hosted Service, all as may be modified from time to time.
 - 1.4. "Enrollment Services" means the initial set of activities carried out by Entrust to enroll Customer and enable deployment of the Hosted Service, as further described in Section 2.7 (*Enrollment Services*).
 - 1.5. "Fully Managed" or "Security World Management" means an service that a Customer may subscribe to, where Entrust, on behalf of Customer, (i) hosts the Hosted Service; (ii) is responsible for the administration of the Security World; (iii) acts as the Security Officer performing administrative duties requiring Security Officer authorization; and (iv) is responsible for the configuration of the HSMs relevant to the Hosted Service. Entrust shall also retain Security World artefacts such as smartcards or configuration files.
 - 1.6. "HSM" means an Entrust hardware security module.
 - 1.7. "Hosted Service" means, in this nSaaS Direct Schedule, the nShield as a Service cloud-based platform, including HSMs, which Entrust owns and hosts on its (or its hosting providers') infrastructure.
 - 1.8. "Security World" means the Entrust proprietary protection framework which provides mechanisms to allow keys to be made available for use only by HSMs allocated to the Customer under precisely defined authorization and authentication policies.

- 1.9. "Self-Managed" means the default nSaaS Direct deployment, where Entrust hosts the Hosted Service, and Customer (i) is responsible for the administration of the Security World; (ii) acts as the Security Officer performing administrative duties requiring Security Officer authorization; and (iii) is responsible for the configuration of the HSMs relevant to the Hosted Service.
- 1.10. "Service Data" means any information and data relating to the access, use, and/or performance of the Hosted Service, including data generated in connection with Customer's use of the Hosted Service (e.g., analytics data, statistics data and performance data). Service Data does not include Customer Data.
- 1.11. "SLA" means Entrust's standard service level agreement for the Hosted Service, as may be modified from time to time, as set out in **Attachment 1**.

2. Hosted Service.

- 2.1. Hosted Service. Customer receives no rights to the Hosted Service other than those specifically granted in this Section 2.1 (*Hosted Service*).
 - 2.1.1. Right to Access and Use. Subject to Customer's compliance with the Agreement, Entrust grants Customer, during the Offering Term, a personal, worldwide, non-exclusive, non-transferable, non-sub-licensable right to access and use the Hosted Service in accordance with: (i) the Documentation; (ii) the information, specifications, and parameters set out in the Customer Enrollment Form; (iii) any specifications or limitations set out in the Order or imposed by technological means on the capabilities of the Hosted Service that Customer is permitted to use; and (iv) and subject to the general restrictions set out in Section 8 of the General Terms (*General Restrictions*).
 - 2.1.2. Service Levels. The sole remedies for any failure of the Hosted Service are listed in the SLA. Service credits issued pursuant to the SLA, if any, will only be applied against the costs associated with Customer's subsequent subscription renewal. Entrust is not required to issue refunds for or to make payments against such service credits under any circumstances.
 - 2.1.3. Service Revisions. Entrust may add, reduce, eliminate, or revise service levels or functionality at any time where a third-party service agreement applicable to the Hosted Service has been changed. Where any such change will cause a material detrimental impact on Customer, Entrust will take commercially reasonable efforts to provide Customer sixty (60) days prior written notice.
- 2.2. Documentation. Entrust grants Customer a personal, worldwide, non-exclusive, non-transferable, non-sub-licensable right to use, and create a reasonable number of copies of, the Documentation solely as necessary to support Customer's access to and use of the Hosted Service. Each permitted copy of all or part of the Documentation must include all copyright notices, restricted rights legends, proprietary markings, exactly as they appear on the copy delivered by Entrust or downloaded or otherwise accessed by Customer.
- 2.3. Support. Entrust provides the support commitments set out in the Support Schedule available at <https://www.entrust.com/-/media/documentation/licensingandagreements/dps-support-schedule-lq.pdf> for the Hosted Service.
- 2.4. Unauthorized Access. Customer will notify Entrust immediately of any known or suspected unauthorized use of the Hosted Service or breach of its security and will use best efforts to stop such breach or unauthorized use. The foregoing shall not reduce Customer's liability for all its Users.
- 2.5. Configuration and Security Measures. Customer is responsible and liable for: (a) account usernames, passwords, and access credentials; (b) the configuration of the Hosted Service to

meet its own requirements; (c) Customer Data, Personal Data, and any other data provided to the Hosted Service by Customer; (d) Customer's access to and use of the Hosted Service; and (e) maintaining adequate security measures and the legally required protection for Customer systems and data in Customer's possession or control or data otherwise residing on Customer systems.

2.6. Customer Roles and Responsibilities. Customer will be responsible for the following with respect to nSaaS Direct (including the Enrollment Services):

2.6.1. Signing and completion of the Customer Enrollment Form;

2.6.2. Identifying for Entrust a primary and alternate points of contact within Customer's organization, as well as additional named point of contacts within the Customer network, cloud, security, and other relevant teams (including, without limitation, as set out in Customer Enrollment Form);

2.6.3. Co-operating with Entrust in all matters, making available to Entrust any information or data as Entrust may reasonably require, and ensuring that all such information or data is complete and accurate in all material respects;

2.6.4. Making available on a timely basis Customer staff with specific knowledge of the nSaaS Direct deployment to engage as required by Entrust staff (e.g. answering technical and other questions, attending meetings, providing sign-off, etc., all within reasonable timeframes);

2.6.5. For a Self-Managed nSaaS Direct deployment, initializing the HSM(s) with the applicable firmware, software (including the Software), and Security World, all as further described in the Documentation, and maintaining control over the applicable administrator card set (ACS);

2.6.6. Maintaining backups of the Customer Data, including key files, stored on Customer's client host(s); and

2.6.7. Purchasing or licensing any Entrust software, smart card readers, or smart cards, as required by Customer's selected deployment (all subject to the relevant separate terms and conditions).

2.7. Enrollment Services. The Customer Enrollment Form shall be (i) signed by Customer prior to Entrust commencing any activities relating to Customer's nSaaS Direct deployment; and (ii) completed by Customer (no later than thirty (30) days following signing) and confirmed by Entrust as further detailed in the Customer Enrollment Form. Any changes to the Customer Enrollment Form initially signed and completed by Customer and confirmed by Entrust, shall be subject to a formal amendment which must be confirmed in writing by Entrust and shall be subject to additional fees. Upon completion of the Customer Enrollment Form, Entrust shall provide the Enrollment Services to Customer to ensure Customer's deployment of nSaaS Direct in accordance with the information, specifications and parameters set out in the Customer Enrollment Form. Such activities shall be subject to the following:

2.7.1. Unless otherwise set out in an Order (and subject to Entrust applicable standard terms and conditions), the provision, installation, and/or configuration of Entrust or third-party hardware, software, operating systems, or supporting network components, are out of scope the Enrollment Services.

2.7.2. nSaaS Direct is subject to the following assumptions and limitations:

2.7.2.1. No visits to Customer premises or other travel are included with the Enrollment Services. Any on premises services would be subject to a separate professional services agreement or statement of work with Entrust;

2.7.2.2. The nSaaS Direct deployment will be implemented and operated using only the

HSMs owned and managed by Entrust in authorized Entrust selected data center facilities;

- 2.7.2.3. Customer will provide its own means of network connectivity via dedicated network connection or Internet Service Provider for access to the data center and service environment;
 - 2.7.2.4. Customer will have facilities to terminate VPN tunnels as specified by Entrust;
 - 2.7.2.5. Customer will perform support, troubleshooting or monitoring of its communications infrastructure and components, network (LAN or WAN) for the purposes of problem resolution; and
 - 2.7.2.6. Network accessibility from Customer sites to external networks or the Internet is outside the scope of nSaaS Direct.
- 2.7.3. Any deliverables provided by Entrust as part of the Enrollment Services are not “works for hire”. All right, title, and interest in, to and under any intellectual property rights conceived, created, embodied, developed, or reduced to practice by Entrust in the course of providing the Enrollment Services shall vest in and be owned by Entrust and shall be deemed to be the Confidential Information of Entrust. Except as explicitly provided herein, no other license is granted under any intellectual property rights.
- 2.7.4. Nothing in this Agreement shall prevent Entrust or its Affiliates from providing to a third party the same or similar services as those provided to the Customer as part of the Enrollment Services.
- 2.8. **Customer Default.** If Entrust’s performance of any of its obligations in relation to this Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligations, including, without limitation, those set out in Section 2.6 (*Customer Roles and Responsibilities*) and Section 2.7 (*Enrollment Services*) (each instance a “Customer Default”):
- 2.8.1.1. without limiting or affecting any other right or remedy available to it, Entrust shall have the right to suspend performance of the Enrollment Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Entrust’s performance of any of its obligations;
 - 2.8.1.2. Entrust shall not be liable for any costs or losses sustained or incurred by the Customer to the extent such costs or losses arise from Customer’s failure or delay to perform any of its obligations as set out herein;
 - 2.8.1.3. Customer shall reimburse Entrust for any costs or losses sustained or incurred by Entrust to the extent these arise from the Customer Default;
 - 2.8.1.4. Customer shall not be entitled to any reduction in or reimbursement of Fees arising from Customer’s failure or delay to perform any of its obligations as set out herein; and
 - 2.8.1.5. Customer shall not be entitled to dispute/withhold payment of Entrust invoice for any reasons related to Customer Default.

3. Data and Privacy.

- 3.1. **Customer Data.** Customer acknowledges and agrees that the Hosted Service requires certain Customer Data in order to operate. Customer grants to Entrust, its Affiliates, and any of their respective applicable subcontractors and hosting providers, a world-wide, limited right, during the Term, to host, copy, store, transmit, display, view, print or otherwise use Customer Data as

reasonably necessary for Entrust (or its Affiliates, and any of their respective applicable subcontractors and hosting providers) to provide the Hosted Service in accordance with the Agreement.

- 3.2. Service Data. Entrust owns all right, title and interest in and to Service Data and, without limiting the generality of the foregoing, may use, reproduce, or exploit such Service Data in any way, in its sole discretion.

4. Feedback.

- 4.1. Feedback. “Feedback” refers to Customer’s suggestions, comments, or other feedback about the Hosted Service or other Entrust products and services. Even if designated as confidential, Feedback will not be subject to any confidentiality obligations binding Entrust. Customer hereby agrees that Entrust will own all Feedback and all associated intellectual property rights in or to Feedback, and Customer hereby assigns to Entrust all of Customer’s right, title, and interest thereto, including without limitation intellectual property rights.

5. Warranty Disclaimers.

- 5.1. Warranty Disclaimers. For the purposes of this nSaaS Direct Schedule, the following is added to the disclaimer of warranties in the General Terms: Entrust makes no representations, conditions or warranties: (i) that the Hosted Service will be free of harmful components; (ii) that Customer Data and/or Service Data or any other Customer content or data stored in, transferred to or from, or otherwise processed by the Hosted Service, including in transit, will not be damaged, stolen, accessed without authorization, compromised, altered, or lost.

6. Indemnities.

- 6.1. In addition to the indemnification obligations in the General Terms, Customer agrees to defend, indemnify and hold harmless Entrust, its Affiliates and licensors, and each of their respective employees, officers, directors, and representatives against any and all third party claims, demands, suits or proceedings, fines, costs, damages, losses, settlement fees, and expenses (including investigation costs and attorney fees and disbursements) arising out of or related to: (i) a violation of applicable law by Customer (an additional “Customer Indemnified Claim” as such term is used in the General Terms).

7. Term, Termination and Suspension.

- 7.1. Termination or Suspension by Entrust. Entrust may, at its sole discretion, suspend or terminate Customer’s access to the Hosted Service at any time, without advanced notice, if: (i) Entrust reasonably concludes that Customer has conducted itself in a way (a) that is not consistent with the Documentation, or is otherwise in breach of the Agreement; or (b) in a way that subjects Entrust to potential liability or interferes with the use of the Hosted Service by other Entrust customers; (ii) Entrust deems it reasonably necessary to do so to respond to any actual or potential security concerns, including, without limitation, the security of other Entrust customers’ information or data processed by the Hosted Service; or (iii) Entrust reasonably concludes that Customer is violating applicable laws, rules or regulations. Entrust may also, without notice, suspend Customer’s access to the Hosted Service for scheduled or emergency maintenance. Termination of the Agreement will result in termination of all Orders. If a suspension pursuant to any of (i) to (iii) above is not remedied within a reasonable period of time, Entrust may, at its sole discretion, terminate Customer’s access to the nSaaS Direct (in whole or in part) upon reasonable advanced written notice to Customer.
- 7.2. Effect of Termination or Expiry. Without limiting the generality of the effects of termination set out in the General Terms, upon termination or expiry of the Hosted Service, Entrust shall hold the Customer’s administrative card sets (ACS) for a period of thirty (30) days following the effective date of termination or expiration; following such time period Entrust shall destroy the ACS and

Customer's connection to the Hosted Service, and, at Entrust's sole discretion, destroy, re-allocate, or factory reset the HSMs that were allocated to Customer as part of the Customer's deployment of nSaaS Direct.

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Attachment 1

Service Level Agreement (SLA)

1. Service Levels.

1.1. **Definitions.** Capitalized terms not defined in this Section (*Definitions*) or otherwise herein have the meanings given to them in the nSaaS Direct Schedule.

1.1.1. **“Downtime”** means, subject to the exclusions below, an interruption of the Hosted Service of five (5) minutes or more during which the ability of ten percent (10%) or more of all users of nSaaS Direct are unable to access the applicable component(s) or function is substantially impaired due to interruptions or impairments. Downtime does not include unavailability resulting from: (i) any Maintenance Windows (as defined below); (ii) suspension or termination of nSaaS Direct in accordance with the terms of the 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 misconfiguration of Hosted Service by Customer or non-approved changes to the Customer Enrollment Form, as well as any Force Majeure event, Internet accessibility problems beyond Entrust’s ISP environment; and (v) issues arising out of Customer’s or any third party’s network, software, equipment or other technology or service.

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

1.1.3. **“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 (as defined in Section 1.2.2 (*Service Level Credits*)) occurs, where **“Monthly Fee”** means the subscription fees paid to Entrust for nSaaS Direct 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.

1.1.4. **“Service Level Default”** mean an instance where Entrust has failed to meet any Service Level Target.

1.1.5. **“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:

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

1.2. **Targets and Service Level Credits.** The following table describes the service levels for nSaaS Direct:

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

Offering	Applicable Components/Functions	Target Uptime
nSaaS Direct	HSM cluster availability across two or more datacenters	99.9%
nSaaS Direct	Single instance HSM availability across a datacenter	99%

1.2.2. **Service Level Credits** – In order to receive a Service Level Credit (as defined above), Customer must provide written notice to Entrust within thirty (30) days of the failure if Customer believes there has been a 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. Customer will be entitled to receive the Service Level Credit for a confirmed Service Level Default.