



ENTRUST

ENTRUST IDENTITY AS A SERVICE

MSP SUPPORT TERMS AND CONDITIONS

These Entrust Identity as a Service MSP support terms and conditions are incorporated by reference to the Entrust Identity as a Service Terms of Service between Entrust and the MSP, and shall hereinafter be referred to as the “MSP Support Terms and Conditions”. Terms and conditions not otherwise defined in these MSP Support Terms and Conditions shall have the meaning set out in the Entrust Identity as a Service Terms of Service.

Subject to MSP’s payment of the fees due under the Entrust Identity as a Service Terms of Service (directly or through an Authorized Reseller), Entrust (directly or through one or more Affiliate(s)) will provide English language Second Line Support and Third Line Support to MSP or, if required at Entrust’s sole discretion, directly to its Tenant(s), and MSP will provide First Line Support to its Tenants pursuant to the terms and conditions hereunder.

“Business Days” means regular Canadian Business Days, Ontario holidays excepted. In this context, Ontario holidays are Civic Holiday (first Monday in August), New Year's Day (January 1st or first working day thereafter) , Good Friday, Victoria Day (last Monday on or before May 24), Canada Day (July 1st or first working day thereafter), Labour Day (1st Monday in September), Canadian Thanksgiving Day (second Monday in October), Christmas Day, December 26 (Boxing Day), Family Day (Third Monday in February) and such other holidays that may be stipulated in successor laws to the Ontario Employment Standards Act, 2000 or other applicable laws in Ontario.

“Incident(s)” means an event that is not part of the standard operation of the Licensed Software which causes or may cause an interruption or degradation to the Service.

“First Line Support” shall have the meaning set out in Section 1 herein.

“Upgrade” (i) means a subsequent release or version of the Licensed Software which will generally contain new functionality and enhancements in addition to Incident corrections; and (ii) Upgrade releases will be designated by a change in the digit of the release number to the left of the decimal. e.g. 1.X to 2.Y.

“Upissue” (i) means a subsequent release or version of the Licensed Software which will generally contain patches, service packs, Incident corrections and which will generally not contain major, new functionality; and (ii) Upissue releases will be designated by a change in the digit of the release number to the right of the decimal. e.g. X.1 to X.2.

“Second Line Support” shall have the meaning set out in Section 2 herein.

“Third Line Support” shall have the meaning set out in Section 3 herein.

1. First Line Support Responsibilities (MSP)

MSP shall provide First Line Support to its Tenants, which shall include, without limitation:

- (i) fielding each initial call, report of an Incident or other inquiry from a Tenant, where commercially reasonable, on a twenty-four (24) hour basis;

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- (ii) answering basic questions about the usage and configuration of application and related behavior;
- (iii) providing help desk support where MSP's standard operation procedure (SOP) is to be followed and if the Incident is not resolved through SOP, then raise a ticket to activate Second Line Support from Entrust;
- (iv) supporting Licensed Software components to make sure that the installation (on-premises of either MSP or Tenant(s)), Licensed Software configuration, and the firewall configuration have all been correctly performed;
- (v) troubleshooting and isolating any Tenant-end network issue or User error;
- (vi) documenting information as requested by Second Line Support provider, including Tenant contact information;
- (vii) generating and issuing a trouble ticket containing a reference/tracking number to Tenant;
- (viii) attempting to resolve and ascertain Incidents using the FAQs provided by Entrust, without the assistance of Entrust;
- (ix) if unable to resolve the Incident or answer the inquiry after best reasonable efforts, forwarding completed written reports to Second Line Support provider for assistance. The written report shall be in the form of an Extranet Service Request completed with all appropriate attachments for issue diagnosis;
- (x) ensuring a minimum of two support personnel have completed the Licensed Software-related training as offered by Entrust from time to time;
- (xi) managing communications and expectations with Tenant to ensure ongoing Tenant satisfaction;
- (xii) facilitating communication between Tenant and Second Line Support provider as necessary (but only to the extent Entrust determines, in its sole discretion, that such direct communication with Tenant is necessary); and
- (xiii) providing a tracking number provided by Entrust.

MSP will be responsible for ongoing trouble ticket management and closure.

MSP will use reasonable commercial means to achieve a ninety (90%) percent resolution rate of Tenant's First Line Support requests without Second Line Support assistance.

MSP will forward to Entrust quarterly reports of all Incidents and issues concerning the Licensed Software. The quarterly reports will include:

- MSP name
- Tenant name
- Licensed Software version
- Description

- Status
- Trouble ticket reference number, and
- Corresponding Entrust ticket reference number (where applicable).

MSP will only forward quarterly reports during periods in which new Incidents or issues have occurred.

MSP will be solely responsible to obtain (and cause its Tenant to obtain) any and all consents required to provide to Entrust any information about an identified or identifiable individual protected under the privacy and/or data protection legislation applicable in the individual's jurisdiction.

MSP will provide Third Line Support provider personnel with electronic access to MSP's support lab environment via VPN or equivalent secure connections.

2. Second Line Support Responsibilities (Entrust)

Entrust will provide Second Line Support to MSP, which shall include:

- (i) using the standard Entrust support tracking systems to maintain records of all Incidents;
- (ii) notifying the First Line Support provider of engagement with Tenant (but only to the extent Entrust determines, in its sole discretion, that such direct engagement with Tenant is necessary);
- (iii) notifying the First Line Support provider of all closed trouble tickets (resolved Incidents); and
- (iv) escalating unresolved Incidents in accordance with Sections 4 and 5 below.

2.1 Components of Second Line Support Services

Entrust will provide to MSP, as long as MSP has no outstanding charges relating to the provision of such support services, the following components of Second Line Support Services: telephone support at Basic Service and Emergency Service levels. Upon request and under a separate agreement, Entrust may provide Enhanced Support (see Section 4.4 below). Entrust will provide support services: (i) in the English language only; (ii) only on the then-current release, supported platforms and supported operating systems of the Licensed Software; and (iii) only for up to twenty-four (24) months after the initial commercial release date of the Licensed Software licensed by (or subscribed to) MSP.

3. Third Line Support Responsibilities (Entrust)

Entrust will provide Third Line Support to MSP. Third Line Support covers the resolution of Incidents not resolved with First Line Support and Second Line Support in accordance with Section 5 below, and providing MSP with data and software to allow MSP to fix such Incidents. Additionally, Upgrades will be made available for the Licensed Software at no charge to MSP for distribution to Tenants who have a software support agreement in effect with the MSP.

4. Entrust Telephone Support

4.1 Basic Services

Entrust will provide MSP with technical support assistance and diagnostic telephone support during regular business hours defined as 8:00 AM to 8:00 PM EST (7 AM to 7 PM GMT for European MSPs) from Monday to Friday. The hours of availability may be changed by Entrust with thirty (30) days written notice to MSP. Entrust will use commercially reasonable efforts to provide an initial callback response to MSP within one (1) business hour, if reported by MSP by a phone call.

4.2 Emergency Services

Entrust will provide emergency technical support assistance and diagnostics, on Severity 1 (as defined below) Incidents (excluding Licensed Software in lab environment), twenty-four (24) hours per day, seven (7) days per week. Response will be on a call back basis only. Within one (1) hour of receiving a call at the Entrust Emergency Support Center, a customer support representative will return MSP's call and commence the Incident resolution process.

4.3 Support Escalation

In the event an Incident has not been resolved in a timely manner, or an Incident that is resolvable from the FAQs supplied by Entrust is reported to Entrust as a Second Line Support Incident multiple times, Entrust or MSP may convene a meeting between the parties' management to establish a plan to correct the situation. Each party may change its management representative at any time upon written notice to the other party.

4.4 Enhanced Support Services

At MSP's request, Entrust may provide support services, other than Basic or Emergency Services (see above), such as, but not limited to, onsite installation assistance, training, or Incident diagnosis and resolution. These Enhanced Support Services will be subject to a separate agreement between the parties and charged at Entrust's then current applicable rate plus related expenses as mutually agreed upon in advance between MSP and Entrust.

5. Incident Resolution Process

5.1 Problem Classification

When MSP reports an Incident, Entrust will, in consultation with MSP, first classify the Incident according to its severity and the nature of the impact on MSP (or its Tenant(s)). It will then be logged in Entrust's Incident tracking system. In the event that Entrust and MSP do not agree on the severity of a reported Incident, Entrust reserves the right to classify the Incident as it deems appropriate. The following classification scheme will be used to categorize each Incident:

Severity 1:

- A complete or substantial failure in the operation of the Licensed Software that reasonably results in a critical impact to MSP's ability to access the Service and for which no work-around exists.

Severity 2:

- An Incident that causes a significant function of the Licensed Software to be impaired. A Severity 2 Incident also includes a Severity 1 Incident for which a work-around exists and has been supplied to MSP, in which case such Severity 1 Incident will become a Severity 2 Incident.

Severity 3:

Incidents covering:

- Incidents that are not classified as Severity 1 and 2 Incidents.
- Incidents which do not significantly affect the functionality of the Licensed Software.
- MSP reasonable requests for clarification of information relating to the Licensed Software contained in the Documentation.
- General enquiries to propose features or enhancements for the License Software.

5.2 Incident Resolution

The following procedures will be used depending on the classification of the Incident:

Severity 1:

Entrust will make commercially reasonable efforts to resolve and correct a Severity 1 Incident within forty-eight (48) hours from notification. The resolution and correction may be implemented through a work-around, software fix, Upgrade or Upissue. If changes are required to the Licensed Software, Entrust will make commercially reasonable efforts to resolve and correct a Severity 1 Incident within five (5) Business Days from notification. Such resolution and correction may be provided as a work-around, software fix, Upgrade or Upissue.

Severity 2:

Entrust will make commercially reasonable efforts to resolve and correct a Severity 2 Incident, defect or nonconformity within five (5) Business Days from notification. The resolution and correction may be implemented through a work-around, software fix, Upgrade or Upissue. If changes are required to the Licensed Software, Entrust will make commercially reasonable efforts to resolve and correct a Severity 2 Incident within ten (10) Business Days from notification. Such resolution and correction may be provided as a work-around, software fix, Upgrade or Upissue.

For both Severity 1 and 2 Incidents, Entrust may at its discretion, escalate its work to resolve the Incident which may include, but not be limited to, on-site diagnosis and other appropriate steps. Such on-site diagnosis will be at Entrust's expense. However, in the event that an Incident reported by MSP is

subsequently determined to be due to causes other than the Licensed Software, MSP will pay Entrust's then current applicable charges and expenses for the on-site diagnosis.

Severity 3:

Entrust may include the Incident correction in the next major update of the Licensed Software.

Entrust will make commercially reasonable efforts to resolve and correct a Severity 3 Incident within twenty (20) continuous Business Days from notification. In the event of a Severity 3 Incident involving a code limitation, Entrust may include any Licensed Software corrections in the next Update or Upgrade of the Licensed Software.

6. Support Exclusions

Support services referred to hereunder will not be provided by Entrust (but may be provided at Entrust's sole discretion) if the services are necessitated by: (a) relocation, movement, improper operation, neglect or misuse of the Licensed Software; (b) MSP's or Tenants' failure to maintain proper site or environmental conditions for the Licensed Software; (c) any fault of MSP's or Tenants' employees, contractors or other agents; (d) any attempts at repairs, maintenance, or modifications to the Licensed Software performed by other than service personnel authorized by Entrust; (e) casualty, acts of God, strikes, riot, war or the unauthorized acts of third parties; (f) failure or interruption of any electrical power, telephone or communication line or like cause; (g) Incidents caused by third party software included with or embedded in the Licensed Software (unless MSP or its Tenants is (are) using the most recent version of such Licensed Software and support for such third party software is available to Entrust); or (h) any other cause external to the Licensed Software except ordinary use. Third-party software may be included with or embedded in Licensed Software. Due to requirements from the third-party software vendor, Entrust may be required to cease software support for Licensed Software which includes or embeds the third-party software product.

7. Other support arrangements

Both parties acknowledge and agree that Entrust's obligations hereunder may be provided by a third party or directly by an Entrust Affiliate(s). Such arrangements will be at Entrust's sole discretion, and may be the subject of a separate agreement between Entrust and the third party.

8. Product Changes, etc.

Entrust reserves the right, without notice, to make changes to its products (including, without limitation, the Licensed Software), as progress in engineering or manufacturing methods or circumstances may warrant. Entrust also reserves the right to discontinue its products (including the Licensed Software) or replace discontinued products with replacement products and negotiate with MSP the additional cost to MSP, if any, provided that any such additional cost is negotiated in good faith by Entrust and MSP and equitably reflects MSP's need or desire for any additional functionality in the replacement Licensed Software.