



Entrust CSP Hosted Services

Service Levels

These service levels provisions are incorporated into any Agreement between Entrust and Customer consisting of (i) the Entrust General Terms and Conditions at <https://www.entrust.com/general-terms.pdf> ("General Terms"); (ii) an Order for Entrust Cryptographic Security Hosted Services ("CSPS") including any of the CSPS applications identified in Section 1 of this document below; and (iii) the CSPS Offering Schedule.

Capitalized Terms not defined herein have the meanings given to them in the General Terms or the CSPS Offering Schedule. Entrust may revise these service levels and support provisions by posting a new version at <https://www.entrust.com/legal-compliance/terms-conditions/cryptographic-security-platform>. Such new version will become effective on the date it is posted except that if the new version significantly reduces Customer's rights, it will become effective sixty (60) days after being posted. If Customer objects in writing during that sixty (60) day period, the new version will become effective upon renewal of Customer's subscription.

1. **Definitions.**

- 1.1. **"Annual Fee"** means the Monthly Fee multiplied by 12.
- 1.2. **"Contract Year"** means each 12-month period within a subscription, commencing on the first day of the Offering Term.
- 1.3. **"Downtime"** means, not including any Exclusions, an interruption of the Hosted Services of five (5) minutes or more, during which time Customer is unable to access the applicable Hosted Services application(s), or applicable functionality is substantially impaired, due to interruptions or impairments.
- 1.4. **"Exclusions"** means, collectively, unavailability, interruptions, or impairments resulting from any of the following: (i) any Maintenance Windows; (ii) suspension or termination of all or the applicable Hosted Services 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, without limitation, any Force Majeure events, misconfiguration of the Hosted Services by Customer, changes not approved by Entrust, or Internet accessibility problems beyond Entrust's ISP environment; and (v) Customer's or any third party network, software, equipment, or other technology service.
- 1.5. **"Maintenance Windows"** are the time frames during which Entrust may perform scheduled routine system maintenance.
- 1.6. **"Monthly Fee"** means the subscription fees paid to Entrust for the Hosted Services divided by the number of months in the applicable subscription term.
- 1.7. **"Service Level Credit"** means an amount equal to five percent (5%) of the Monthly Fee for the calendar month in which a Service Level Default occurred. Service Level Credits can only be applied against the renewal subscription fees due to Entrust for the Hosted Service and any unused Service Level Credits are forfeited upon termination of the Agreement. To the extent such renewal subscription fees have already been paid by Customer at the time the Service Level Credits have been confirmed by Entrust, Entrust shall pay the Service Level Credits to Customer. The Service Level Credit is Customer's sole and exclusive remedy for any Service Level Default.
- 1.8. **"Service Level Default"** means an instance where Entrust has failed to meet any Service Level Target.
- 1.9. **"Service Level Target"** means the Uptime targets set out in Section 2 below.
- 1.10. **"Uptime"** - is calculated for each calendar month by subtracting the percentage of Downtime during such month from 100%.



2. **Service Level Targets.** Entrust will use commercially reasonable efforts to achieve the targets set out below:

CSPS Components	Applicable Functions	Uptime Target
Compliance Manager	(all)	99.9%
PKI as a Service	Certificate issuance, revocation, and validation services (OCSP, CRLs)	99.9%
Key Manager	Vault Read	99.9%
	Vault Write	99.5%
Test components (including test CAs, beta/early access components, etc.) and all components provided for evaluation or NFR purposes	All	n/a

3. **Maintenance Windows.** 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.

4. **Service Level Credits.**

- 4.1. In order to receive a Service Level Credit, Customer must provide written notice to Entrust no later than thirty (30) days following the end of the month in which 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
- 4.2. 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 Contract Year will be capped at five percent (5%) of the Annual Fee for such Contract Year,
- 4.3. Service Level Credits can only be applied against the renewal subscription fees due to Entrust for the Hosted Services and any unused Service Level Credits are forfeited upon termination (including non-renewal) 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 the Agreement. The Service Level Credit is Customer's sole and exclusive remedy for any Service Level Default.