



# Certificate Hub

## Maintenance and Support Services Schedule

If Entrust provides Maintenance and Support Services to Customer in connection with Certificate Hub, the Agreement for such Maintenance and Support Services is made up of this Schedule, the Entrust Products and Services General Terms and Conditions ("[General Terms](#)") and an Order that includes such Maintenance and Support Services. Capitalized terms not defined herein have the meanings given to them in the General Terms.

### 1. DEFINITIONS.

In this Schedule, the following definitions will apply:

**"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.

**"Error"** means a material failure of the Software to conform to its then published documentation.

**"Extended Support"** means the services which may be available from Entrust for previous versions of Software under a separate agreement.

**"Production Environment Software"** means the Software used in Customer's live business environment with active users.

**"Maintenance and Support Services"** means the services described in this Schedule and excludes Extended Support.

**"Non-Production Environment Software"** means the Software used in any environment other than a live business environment with active users.

**"Software"** means the Entrust executable software modules and associated deployment tools (excluding Ancillary Software) in machine-readable form procured by Customer separately from Entrust or an authorized reseller for which Maintenance and Support Services have also been purchased.

**"Upgrade"** means a subsequent release or version of the Software. Upgrade releases will be designated by a change in the release number.

### 2. FORMS OF SUPPORT

#### 2.1. Telephone Support

◆ technical support assistance and diagnostics support will be provided by a support specialist by telephone. Our list of Toll free numbers is available on our TrustedCare site. Entrust will provide notice of changes in the Trusted Care newsletter in advance.

#### 2.2. Entrust Extranet Web Support

As of the Effective Date, Extranet Support is available at the following URL: <https://trustedcare.entrustdatacard.com>. Any updates to this URL will be provided in the TrustedCare newsletter in advance.

- ◆ access to technical and product specific information including, but not limited to:
  - frequently asked questions;
  - searchable knowledge base which provides self-diagnosis and resolution capabilities.
- ◆ on-line creation and updating of service requests.

### 3. COVERAGE HOURS

#### 3.1. Telephone Support



The table below outlines the hours for which telephone support is provided for the Software, depending on whether the Order specifies Silver or Platinum level of support.

	<b>Silver Level Support</b>	<b>Platinum Level Support</b>
Severity 1	For Production Environment Software Only(*): Business Days and Weekends, 24 hrs	For Production Environment Software Only(*): Business Days and Weekends, 24 hrs
Severity 2	Business Days, 8:00 a.m. – 6:00 p.m. (Customer's time zone)	Business Days 24 hrs
Severity 3	Business Days, 8:00 a.m. – 6:00 p.m. (Customer's time zone)	Business Days 24 hrs

\* If Customer reports an incident through telephone support at a time outside of Customer's paid coverage (based on the plan selected by Customer), or Customer reports an incident which should have been handled by Customer's support staff, Entrust reserves the right to charge Customer for a minimum of three (3) hours of service at Entrust Datacard's then-current support service hourly rate.

**3.2. Entrust Extranet Web Support**

Accessible 24 hours a day, 7 days a week except for any downtime experienced due to periodic maintenance or network unavailability, which if scheduled, will occur on the weekend. Notice of any scheduled downtime is provided on the extranet.

All Severity 1 or Severity 2 Errors on Production Environment Software should be reported by Customer to Entrust by telephone support during the time when telephone support is available (as set out above).

**4. PROBLEM CLASSIFICATION, RESPONSE TIMES, ESCALATION AND SERVICE LEVELS**

**4.1. Problem Classification**

By way of telephone support, Entrust will provide an initial call back response to all Customer calls who report Errors with within one (1) hour of Entrust Datacard's receipt of notice of an Error. During the initial response, Entrust will determine and classify the severity of the Error through consultation with Customer based on the criteria below.

**Severity 1:**

An Error resulting in:

- (i) a complete or substantial failure in the operation of the Software that reasonably results in a critical business impact to Customer; or
- (ii) a complete or substantial loss of service, or material degradation in the processing capability, or the inability to use a mission critical application, of the Production Environment Software that is not caused by an increase in utilization.

**Severity 2:**

An Error that causes (i) a significant function of the Software(s) to be impaired. A Severity 2 Error also includes a Severity 1 Error for which a work around exists and has been supplied to Customer, in which case such Severity 1 Error will become a Severity 2 Error.

**Severity 3:**

Errors in Production Environment Software and Non-Production Environment Software that are not classified as Severity 1 and 2 Errors.

The Error will then be logged in Entrust Datacard's incident tracking system.

**4.2. Response Times**

Entrust will provide the response and correction targets **below** for Errors depending on the applicable Severity Level. For the avoidance of any doubt, the below referenced resolution times are target resolution times.



- **Severity 1 Errors** - Entrust will use commercially reasonable efforts to resolve or develop a work around for a Severity 1 Error within:

Silver: forty eight (48) hours from notification

Platinum: twenty-four (24) hours from notification

The resolution and correction may be implemented through a work-around, software fix, or Upgrade. If changes are required in the Software that requires the development and testing of Software, Entrust will make commercially reasonable efforts to resolve and correct a Severity 1 Error within five (5) Business Days from notification.

- **Severity 2 Errors** - Entrust will use commercially reasonable efforts to resolve and correct a Severity 2 Error within five (5) Business Days from notification. The resolution and correction may be implemented through a work-around, software fix, or Upgrade. If changes are required in the Software, Entrust will make commercially reasonable efforts to resolve and correct a Severity 2 Error within ten (10) Business Days from notification.

For Severity 1 and Severity 2 Errors, Entrust will advise Customer periodically at reasonable intervals as to the progress made by Entrust in diagnosing and/or correcting any reported Error.

- **Severity 3 Errors** – Entrust may include the resolution of an Error in the next Upgrade. To assist in the prioritization of service requests, Entrust will use reasonable commercial efforts to a) answer a question within twenty (20) Business Days, and b) provide a resolution plan within twenty (20) Business Days. The resolution may be provided by way of patches or services packs or a future product release.

#### **4.3. Email and Extranet Web Support**

Entrust will use commercially reasonable efforts to provide an initial response to Customer's reports of an Error submitted via email or the Extranet within one (1) business day from Entrust Datacard's receipt of Customer's notice of an Error.

### **5. MAINTENANCE AND SUPPORT SERVICES**

#### **5.1. Support Services**

While Customer purchases Maintenance and Support Services and to the extent set forth herein, Entrust will provide Customer with the services set forth herein for Errors with the Software in accordance with this Schedule.

#### **5.2. Customer's First Line Support Obligations**

Customer will establish (to the extent it has not already established) and maintain the organization and processes (to the extent not already maintained) to use commercially reasonable efforts to provide "First Line Support" for Software directly to its end users. First Line Support will be as follows: (a) a direct response to its end users with respect to inquiries concerning the performance, functionality, or operation of the Software, (b) a direct response to its end users with respect to problems or performance deficiencies with the Software, (c) initial trouble-shooting of problems or performance deficiencies of the Software, and (d) a resolution of problems or performance deficiencies in the Software reasonably solvable with reference to the associated documentation. If, after commercially reasonable efforts, Customer is unable to diagnose or resolve problems or performance deficiencies in the Software, Customer may contact Entrust Datacard.

Customer will provide timely diagnostic information to Entrust Datacard, as requested by Entrust and as required to resolve Errors. Entrust may collect and use performance and technical diagnostic information pertaining to the Software ("Diagnostic Information") gathered as part of the Software support services provided to Customer. If Customer does not provide such assistance and information, then Entrust will be relieved of further performance with respect to the resolution of any Errors.

#### **5.3. Customer Contacts**

Entrust will not provide support directly to Customer's end users. Rather, Entrust will establish and maintain the organization and processes to provide response for: (a) one (1) Primary Customer Support Contact ("PCSC") who will receive Entrust Datacard's TrustedCare newsletter containing release notices, and (b) up to a maximum of ten (10) registered Customer contacts identified by Customer from time to time through Entrust Datacard's registration process. The PCSC will coordinate communications between the Customer and Entrust Datacard. The PCSC may log in to Entrust



Datacard's support website and access Customer contacts, support privileges and other Customer support information. An unlimited amount of self-service extranet contacts may be added to Customer's account. These contacts will have access to all self-service extranet services with the exception that they do not have access to telephone support and on-line service request (SR) creation.

#### **5.4. Software Upgrades and Upissues**

Entrust will use commercially reasonable efforts to make available to Customer all Software Upgrades generally available from Entrust at no additional cost to customer.

#### **5.5. Support Exclusions**

Entrust shall provide Maintenance and Support Services to Customer for so long as Customer's Software is: at current version levels, used on supported platforms, supported operating systems, and supported software orchestration environments as identified and published by Entrust from time to time. Notwithstanding anything to the contrary in this Schedule, Entrust will have no obligation to provide Maintenance and Support Services if an Error is caused by: (a) an evident improper use of the Software or a use not specified in the Software's documentation; (b) any attempts at repairs, maintenance, changes, or modifications to the Software performed by other than authorized service personnel of Entrust Datacard, (c) failure or interruption of any electrical power, telephone or communication line or like cause, (d) superseded versions of Software, subject to the section below titled Superseded Software. Any Maintenance and Support Services provided to Customer with respect to Software that has been licensed on a "no charge" basis is entirely discretionary for Entrust Datacard. Without limiting the generality of the foregoing, given the diversity of mobile platforms, dependency on third party products and related services, Maintenance and Support Services for Software and services deployed or used on specific mobile devices may not be available without any liability to Entrust (including without limitation, soft token products and transaction verification services). This Schedule does not apply to any third party software, including support for the development of applications that utilize Entrust toolkit software products. For the avoidance of any doubt, this Schedule also does not apply to hardware (including third party hardware) products.

#### **5.6. Customer's Responsibilities**

In order to effectively provide Maintenance and Support Services, in addition to any other obligations agreed to in the applicable agreement between Entrust and Customer and elsewhere in this Schedule, the Customer is responsible for the following items:

- Customer shall notify Entrust of suspected defects in the Software(s) supplied by Entrust Datacard. Customer shall provide, upon Entrust Datacard's request, additional data deemed necessary or desirable by Entrust to reproduce the environment in which such defect occurred.
- Customer shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable documentation.
- Customer shall provide Entrust with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software(s) in the event of error, defect or malfunction.
- Customer shall establish proper backup procedures, in accordance with the process documentation provided by Entrust Datacard, necessary to (i) replace critical data in the event of loss or damage to such data from any cause, (ii) recover the system in the event of error, defect or malfunction.
- Customer shall provide Entrust with 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.

#### **5.7. Superseded Software**

Maintenance and Support Services will be provided for each Upgrade of the Software. Upon the release of each Upgrade, Entrust will have no obligation to provide Maintenance and Support Services for the previous version(s) of the Software ("Superseded Software"). Entrust may offer to provide Extended Support for such Superseded Software 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.

## **6. SUPPORT TERM**

Unless otherwise specified on the Order, Maintenance and Support Services will commence on the date that the Order for such Maintenance and Support Services is accepted by Entrust and will continue in effect for a period of twelve (12) months ("**Support Term**"). Unless at least thirty (30) days prior to the end of the Support Term or a Renewal Term (as defined below) either party directly or indirectly provides notice of its election to not continue support, Maintenance and Support Services will automatically renew pursuant to the terms of the then-current support policies for the Software, for successive twelve (12) month periods (each such term a "**Renewal Term**"), upon receipt by Customer, of applicable invoice for renewal fees. The renewal fees for Maintenance and Support Services to be provided during a Renewal Term



will be due upon the commencement of such Renewal Term. Customer may reinstate lapsed Maintenance and Support Services for any currently-supported version of the Software by paying all support service fees in arrears, in addition to any reinstatement fees that may be payable according to Entrust Datacard's then-current policy for Maintenance and Support Services reinstatement.

## **7. FEES**

The annual support service fees for each level of Maintenance and Support Services under this Schedule are available upon request. Annual support service fees for any Renewal Terms in the second, third and fourth year may be increased by Entrust (if applicable) at no more than five (5) percent from the previous year's annualized Maintenance and Support Services price. For greater certainty, the price will be adjusted on a pro-rata basis if the renewal term is less than twelve (12) months. Any price increases after the fourth year will be at Entrust Datacard's discretion. The Maintenance and Support Service fees for a Renewal Term are calculated based on the total, cumulative number and nature (scope) of Entrust Software licenses purchased by Customer and support level. In the event that Customer elects to obtain Maintenance and Support Services for a different number or scope of Software licenses during the first four (4) years after original purchase, the support service fees for a Renewal Term will be calculated based on the original list price of each Entrust Software license, adjusted for any volume discounts, multiplied by the applicable then-current support percentage fee. In the event that Customer elects to obtain Maintenance and Support Services for a different number or scope of Software licenses in the fifth (5) year after original purchase and thereafter, the Maintenance and Support Service fees for a Renewal Term will be calculated based on the then-current list price of each Entrust software license, adjusted for any volume discounts, multiplied by the applicable then-current support percentage fee.

## **8. WARRANTY**

Entrust warrants that the Maintenance and Support Services provided pursuant to this Schedule will be performed in a professional manner in keeping with reasonable industry practice.

## **9. GENERAL**

Entrust may use one or more Affiliates or subcontractors to perform its obligations under this Schedule, provided that such use will not affect Entrust Datacard's obligations hereunder.