



## Entrust Certificate Services Support Plan

*You and Entrust agree that the following terms and conditions will apply to the Entrust Certificate Services (ECS) support services provided by Entrust to You.*

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### 1. DEFINITIONS

For the purposes of this ECS Support Plan (the “**Agreement**”), in addition to the capitalized terms defined elsewhere in this Agreement, the Entrust Certificate Services Subscription Agreement and the CPS, the following terms shall have the meaning ascribed to them as follows:

- (a) “**Affiliate**” of Entrust means any corporation or other entity that Entrust, Inc. directly or indirectly controls.
- (b) “**Business Day**” means any means any day other than a Saturday, Sunday, and United States statutory holidays. For greater certainty, an event occurring outside of the hours between 8:00AM to 8:00PM Eastern Standard Time (EST) will be deemed to have occurred at the start of the next Business Day.
- (c) “**ECS Service Plan**” means either; (i) the **Silver Support Plan**, or (ii) the **Platinum Support Plan**, as set out in Section 7.
- (d) “**ECS Support Services**” means the maintenance, support and verification services relating to the: (i) issuance and revocation of one or more Certificate(s) to You or Your Affiliates, (ii) Certificate Services, and (iii) Management Services (if applicable), that are provided by Entrust according to the ECS Service Plan selected and paid (if applicable) for by You.

### 2. SUPPORT PROVISION

If You have subscribed to Management Services, Entrust will provide You with the ECS Support Services set out in this Agreement in accordance with the ECS Service Plan selected and paid for by You. The services set out in the Silver Support Plan are provided to You at no additional charge as part of the Management Services. If You have subscribed to Management Services, You may elect to upgrade ECS Support Services to the Platinum Support Plan, subject to Your payment of the applicable fee. The fee for the Platinum Support Plan must be paid for all Certificates in the Management Services account at the time of enrollment, or as may be added thereafter during the Subscription Term.

### 3. SUPPORT TERM

ECS Support Services are provided by Entrust for the duration of the Subscription Term pursuant to the terms and conditions set out herein.

### 4. SUPPORT FEES

The services set out in the Silver Support Plan are provided to You at no additional charge as part of the Certificate Services. The fees for the Platinum Support Plan may be posted from time to time at Entrust’s internet web site and/or in the documentation included with the Management Services, or as set out in a quotation issued to You by Entrust and if such fees are paid by You, You are entitled to receive the Platinum Support Plan benefits described in this Agreement

### 5. PAYMENT AND TAXES

All amounts payable under this Agreement shall be paid by You to the invoicing Affiliate of Entrust as set out in the Entrust Certificate Services Subscription Agreement.

### 6. ECS SUPPORT SERVICES

ECS Support Services include the following services:

#### **Technical Support Services**

Technical support services, available by telephone, chat and email, to assist in the diagnosis and resolution of technical issues relating to: (i) the issuance and revocation of one or more Certificate(s), (ii) the Certificate Services and (iii) the Management Services. The availability of technical support services is set out in the applicable ECS Service Plan.

Entrust shall use commercially reasonable efforts to provide an initial call back for technical support service requests received by telephone or email within the time frames set out in the applicable ECS Service Plan.

During the initial contact, Entrust and You shall mutually determine and classify the severity of the incident. Incidents shall be defined as a reported problem which is unique from any other opened support incident reported by You. Incidents will be handled according to the level of severity, as defined below in the Incident Classification section, and in the manner set out below:

#### **Incident Classification**

**Severity 1:** Management Services availability or performance issues (i.e. Management Services server down); Production server or other mission critical system(s) are down and no workaround is immediately available.

You must have dedicated resources available to work on the issue on an ongoing basis during reported incident.

All Severity 1 calls must be initiated by telephone.

Severity 2: Major functionality is impacted or significant performance degradation is experienced. The situation is causing a high impact to portions of your business operations and no reasonable workaround exists.

Severity 3: Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting low number of users or an acceptable workaround is available.

**Resolution of Reported Incidents**

Severity 1 incidents - Entrust shall promptly initiate and continue diagnostic and remedial measures, using qualified employees and in a workmanlike manner conforming to standards generally accepted in the software support industry. Entrust shall make commercially reasonable efforts to resolve and correct a Severity 1 incident within the timeframes set out in the applicable ECS Service Plan. The resolution and correction of Severity 1 incidents may be implemented through a work-around, software fix, web interface fix or upgrade.

Severity 2 incidents - Entrust shall promptly initiate and continue diagnostic and remedial measures, using qualified employees and in a workmanlike manner conforming to standards generally accepted in the software support industry. Entrust shall make commercially reasonable efforts to resolve and correct a Severity 2 incident within the timeframes set out in the applicable ECS Service Plan. The resolution and correction of Severity 2 incidents may be implemented through a work-around, software fix, web interface fix or upgrade.

For Severity 1 and Severity 2 incidents, Entrust shall advise You periodically at reasonable intervals as to the progress made by Entrust in diagnosing and/or correcting any reported incident.

In the event of a Severity 3 incident, Entrust may include the resolution in the next infrastructure software upgrade or web interface upgrade.

**Additional Benefits**

Management Services subscribers are entitled to receive the Additional Benefits set out in the applicable ECS Service Plan.

**7. ECS SERVICE PLAN**

The following table describes the service levels for the Silver Support Plan and Platinum Support Plan:

<b>ECS Support Service or Additional Benefits</b>	<b>Silver Support Plan</b>	<b>Platinum Support Plan</b>
<u>Technical Support Services (Telephone)</u> Availability of technical support services by telephone  Priority call handling:	24/5 (Sunday, 20:00 Eastern time to Friday, 20:00 Eastern time, except for December 25)  No	24/7/365  Yes
<u>Technical Support Services (Email/Chat)</u> Availability of technical support services by email/chat  Priority email handling:	24/5 (Sunday, 20:00 Eastern time to Friday, 20:00 Eastern time, except for December 25)  No	24/5 (Sunday, 20:00 Eastern time to Friday, 20:00 Eastern time, except for December 25)  Yes
<u>Call Back</u> Voicemail or E-Mail	24 Hours	24 Hours

<b>ECS Support Service or Additional Benefits</b>	<b>Silver Support Plan</b>	<b>Platinum Support Plan</b>
<u>Resolution Targets for Reported Incidents</u>		
<b>Severity 1 Incidents</b>  Management Services availability or performance issues (i.e. Management Services server down);  Production server or other mission critical system(s) are down and no workaround is immediately available;  You must have dedicated resources available to work on the issue on an ongoing basis during reported incident;  All Severity 1 calls must be initiated by telephone.	8 business hours	4 business hours
<b>Severity 2 Incidents</b>  Major functionality is impacted or significant performance degradation is experienced. The situation is causing a high impact to portions of your business operations and no reasonable workaround exists	2 Business Days	1 Business Day
<b>Severity 3 Incidents</b>  Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting low number of users. Acceptable workaround available	4 Business Days	2 Business Days
<u>Additional Benefits</u> Verification requests for additional OV (Organization Validation) Certificates, Domain Names and Organization Names will be performed by Entrust using commercially reasonable efforts to meet the following turnaround times (EV and Code Signing not included).  Named Support Contacts  Expedites	3 Business Days   10  Charged per Expedite	1 Business Day   15  Included on request

## 8. ENHANCED SUPPORT SERVICES

Subject to availability of qualified personnel, Entrust will provide Enhanced Support Services on an ad hoc basis as requested by You. This may include but not be limited to, on-site installation assistance, training, or problem diagnosis and resolution. These services will be charged at Entrust's then-current applicable rate plus related expenses as mutually agreed upon in advance between Entrust and You.

## 9. EXCLUDED SERVICES

Entrust shall have no obligation to provide ECS Support Services under this Agreement if an incident is caused by: (a) Your failure to maintain proper site or environmental conditions, (b) any fault of You or Your agents or employees, (c) any attempts at repairs, maintenance, or modifications to the Certificates Services performed by other than authorized service personnel of Entrust, (d) casualty, act of God, strikes, riot, terrorism, war, the unauthorized acts of third parties, (e) failure or interruption of any electrical power, telephone or communication line or like cause, or (f) problems caused by third party software, including but not limited to web server and web browser software.

## 10. WARRANTY

Entrust warrants that the ECS Support Services provided pursuant to this Agreement shall be performed in a professional manner in keeping with reasonable industry practice.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ENTRUST DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE OR OTHERWISE, WITH RESPECT TO THE SUPPORT SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 11. LIMITATION OF LIABILITY

IN NO EVENT SHALL ENTRUST OR YOU (INCLUDING SUCH PARTY'S AFFILIATES, SUBCONTRACTORS, AGENTS, SUPPLIERS, DISTRIBUTORS, RESELLERS, DIRECTORS OR EMPLOYEES (COLLECTIVELY THE "ENTRUST GROUP")) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, RELIANCE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) WHETHER ARISING FROM CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL ENTRUST'S TOTAL CUMULATIVE LIABILITY PURSUANT TO THIS AGREEMENT EXCEED THE ECS SUPPORT SERVICES FEES PAID BY YOU HEREUNDER.

NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO (I) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (II) DAMAGES ARISING FROM A PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (III) CLAIMS FOR INJURY TO INDIVIDUALS OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE NEGLIGENCE OF SUCH PARTY OR ITS EMPLOYEES, SUBCONTRACTORS OR AGENTS.

#### 12. TERMINATION

If either party is in material breach, or fails to perform one or more of its material obligations under this Agreement, 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 (which if such plan is not followed by the breaching party shall entitle the other party to terminate this Agreement immediately), or perform within thirty (30) days of the written notice, declare the party in material breach to be in default and terminate this Agreement.

#### 13. SURVIVAL

In addition to this Section and any provisions of this Agreement that by their nature continue, Sections 1, 10, 11, 12 and 14 shall survive any termination or expiration of this Agreement. All payment obligations shall survive any termination or expiration of this Agreement.

#### 14. GENERAL

14.1 **Inclusion of Affiliates.** Entrust may use one or more Affiliates to perform its obligations under this Agreement, provided that such use will not affect Entrust's obligations hereunder.

14.2 **No Partnership.** Nothing contained in this Agreement shall be deemed to constitute either party as the partner, agent or legal representative of the other party or to create any joint venture or fiduciary relationship for any purpose whatsoever. Except as otherwise specifically provided in this Agreement, nothing in this Agreement shall confer on either party any authority to act for, bind, or create or assume any obligation or responsibility on behalf of the other party.

14.3 **Force Majeure.** Neither party shall be deemed in default hereunder or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the terms of this Agreement due to any causes beyond its reasonable control, which causes include but are not limited to acts of God or the public enemy; riots and insurrections, terrorism, war, accidents, fire, strikes and other labor difficulties (whether or not the party is in a position to concede to such demands), embargoes, judicial action, lack of or inability to obtain export permits or approvals, necessary labor, materials, energy, utilities, components or machinery, acts of civil or military authorities.

14.4 **Waiver.** The failure of a party to claim a breach of any term of this Agreement shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term.

14.5 **Severability.** In the event that any provision of this Agreement is found to be invalid, void or unenforceable, the parties agree that unless such provision materially affects the intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall not affect the validity of this Agreement nor the remaining provisions herein.

14.6 **Assignment.** Neither You nor Entrust shall assign this Agreement, any interest herein or any rights hereunder without the prior written consent of the other party, except that Entrust may assign this Agreement to any party which acquires all or substantially all of its related business by merger, sale of assets, or otherwise or to an Affiliate of Entrust.

14.7 **Notice.** Unless otherwise expressly provided for in this Agreement, all notices to Entrust must be in writing and delivered either in person or by means evidenced by a delivery receipt, to the person(s) and address specified below. Such notice will be effective upon receipt.

For Entrust:

Entrust  
1000 Innovation Drive,  
Ottawa, Ontario, Canada.  
K2K 3E7  
Attention: Contracts department  
Fax: (613)-270-3068

Notices to You shall be sent via notification on Entrust's website or in writing (including facsimile or electronic mail) to the address provided on the order acknowledgment, purchase order or a separate document incorporating the terms of this Agreement.

14.8 **Governing Law.** If You are established pursuant to the laws of the United States, or any State thereof, then this Agreement shall be governed by the laws of the State of New York, without regard to its conflict of law principles and the jurisdiction for any legal action shall be a court in Dallas, Texas; otherwise, this Agreement shall be governed by the laws of the Province of Ontario, Canada, without regard to its conflict of law principles and the jurisdiction for any legal action shall be a court in Ottawa, Ontario, Canada. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded.

14.9 **Entire Agreement.** This Agreement constitute the entire agreement between the parties on the subject matter hereof and supersede all prior agreements, communications and understandings of any nature whatsoever, oral or written. This Agreement may not be modified or waived orally and may be modified only in a writing signed by a duly authorized representative of both parties. All terms and conditions on a purchase order document shall be of no contractual effect between the parties.