

## Technical Account Manager Schedule

If Entrust provides a Technical Account Manager ("TAM") for a Customer in connection with one or more Offering(s), and no separate terms were provided regarding the TAM in the applicable Offering Schedule(s), the Agreement for the TAM is made up of this Schedule, the Entrust General Terms and Conditions ("General Terms"), including the Professional Services Schedule, and an Order for a TAM (or for the Offering(s) in connection with which the TAM is provided). Capitalized terms not defined herein have the meanings given to them in the General Terms.

## 1. Definitions.

- 1.1. "Expert by Your Side hours" or "EBYS hours" means for the Offering Term set out in the Order, Entrust will provide remote consulting and technical support in the form of telephone or email assistance (provided during normal business hours), coordinated through the TAM, to address general inquiries, questions, issues or changes related to PKI- and Identity-related services provided by Entrust.
- 1.2. "Project" means work involving configuration, installation, set-up of an Entrust Offering purchased by the Customer, including work defined in a Statement of Work or a Letter of Engagement.

## 2. Service Details

2.1. Customer will receive the applicable entitlements set out below for the subscription level specified in the applicable Order.

Entitlement Subscription		ption Level
	TAM	Premium TAM
Engagements		
TAM engagement hours per week	Up to 3	Up to 5
EBYS hours	none	10 hours included and coordinated by TAM
On-Going/On-request activities		·
Assist with the management/oversight/tracking of support requests for Severity 1 and 2 Incidents	yes	yes
Create and maintain the Service Activity Report	yes	yes
Project Request Streamlining		
Schedule an insight & planning review call covering:  > Review of open Projects > Review of service level performance > Report on license usage > Update on Offering roadmap  Annual Detailed review	Quarterly	Monthly
Annual Onsite Review and Planning session	-	yes



Entitlement	Subscription Level	
	TAM	Premium TAM
Annual TAM assessment report	-	yes
Customer Advocacy		
Gather input on Customer requests for product enhancements and input into Entrust formal product management systems	yes	yes
Special Access Program		
Coordinate early access to features/products (Beta)	-	yes
Invitation to customer summit (when held)	-	yes
Invitation to Entrust Exec Briefing (when held)	-	yes

- 2.2. Out of Scope. The items below are outside the scope of the TAM Offering:
  - Providing first line product support
  - Delivering professional services
  - Development of custom code
  - Upgrade, installation and configuration of Offerings or other products
  - The installation/configuration of hardware and/or operating systems
  - The installation/configuration of supporting network components
  - Development and execution of a formal test plans
  - Provision of any content for policy, procedural or operational documentation
  - Formal project reporting (although informal status reporting will be provided);
  - Remediation of the findings beyond use of the purchased EBYS hours
  - PKI and/or Crypto Governance consulting
  - Except as expressly stated herein, travel or any work on Customer's premises
- 3. <u>Deliverables.</u> For subscriptions to the Premium TAM Offering only, Entrust will provide the following deliverables:
  - 3.1. Annual TAM Assessment report; and
  - 3.2. Quarterly service level performance report.
- 4. Assumptions and Limitations.
  - 4.1. Entrust personnel shall not be available or on stand-by for non-Entrust tasks
  - 4.2. All work to be performed during regular business hours.
- 5. <u>Fees.</u> Customer will pay Entrust the costs and fees for the TAM Offering as set out in the applicable Order, which are payable in accordance with the Order and the General Terms.
- 6. <u>Warranty</u>. Entrust warrants that the Professional Services it provides as described in this Schedule shall be performed in a professional manner in keeping with reasonable industry standards.
- 7. Term and Termination.



- 7.1. The TAM Offering is sold on a subscription basis, as specified in the Order. Unless otherwise specified on the Order, the Offering Term will commence on the date that the Order is accepted by Entrust and will continue in effect for a period of one (1) year unless terminated in accordance with the Agreement.
- 7.2. In addition to the termination rights in the General Terms, Entrust may terminate the Agreement with respect to the TAM Offering and refuse any additional Orders for the TAM Offering if Customer commits a material breach of this Schedule and fails to remedy such material breach within thirty (30) days after delivery of notice of the occurrence or existence of such breach or such longer period as may be agreed to in writing by Entrust.
- 8. **Non-Solicitation.** Customer agrees that, without the prior written approval of Entrust, neither it nor its affiliates will offer employment to any employees of Entrust nor will it directly or indirectly induce such employees to terminate their employment with their employer. This section is enforceable throughout the performance of this Schedule and shall survive for one (1) year following its termination for any reason.