

## nShield as a Service Direct Schedule

The Agreement for Entrust's nShield as a Service Direct Offering ("nSaaS Direct") is made up of these terms and conditions (the "nSaaS Direct Schedule"), the Entrust General Terms and Conditions ("General Terms") available at <https://www.entrust.com/general-terms.pdf>, and an Order for nSaaS Direct. Capitalized terms not defined herein have the meanings given to them in the General Terms.

You, as the individual accepting the Agreement (as defined in the General Terms), represent and warrant that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into the Agreement on behalf of a legal entity, for example, the company or organization you work for, you represent to us that you have legal authority to bind such legal entity.

IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT (OR YOU DO NOT HAVE THE LEGAL AUTHORITY TO ENTER INTO CONTRACTS OR TO BIND THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING SUCH ACCEPTANCE), YOU SHALL NOT ACCESS OR USE NSAAS DIRECT. THE CONTINUED RIGHT TO ACCESS AND USE NSAAS DIRECT IS CONTINGENT ON CONTINUED COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT BY YOU (OR BY THE LEGAL ENTITY ON WHOSE BEHALF YOU ARE PROVIDING ACCEPTANCE).

In consideration of the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. **Definitions.** The following capitalized terms have the meanings set forth below whenever used in this nSaaS Direct Schedule.
  - 1.1. "Customer Data" means any data, information, or other content that Customer transfers to Entrust or the Hosted Service. Customer Data excludes Service Data.
  - 1.2. "Customer Change Request Form" means the Entrust online or written change request form that Customer uses to request changes to its post-deployment of the Hosted Service.
  - 1.3. "Customer Enrollment Form" means the Entrust online or written nSaaS Direct enrollment form completed by Customer and confirmed by Entrust. The enrollment form contains core fields that must be completed prior to Entrust commencing any activities relating to Customer's nSaaS deployment, and additional fields that are required to be completed in order to finalize the deployment.
  - 1.4. "Documentation" means written materials prepared by Entrust (or its licensors or service providers) relating to the Hosted Service, including, without limitation, guides, manuals, instructions, policies, reference materials, release notes, online help or tutorial files, support communications (including any disputes between the parties) or any other materials provided in connection with modifications, corrections, or enhancements to the Hosted Service, all as may be modified from time to time.
  - 1.5. "Enrollment Services" means the initial set of activities carried out by Entrust to enroll Customer and enable deployment of the Hosted Service, including the setup of the secure connection, and, in the case of Fully Managed customers, set up of Security World.
  - 1.6. "Fully Managed" or "Security World Management" means an service that a Customer may subscribe to, where Entrust, on behalf of Customer, (i) hosts the Hosted Service; (ii) is responsible for the administration of the Security World; (iii) acts as the Security Officer performing administrative duties requiring Security Officer authorization; and (iv) is responsible for the configuration of the HSMs relevant to the Hosted Service. Entrust shall also retain Security World artefacts such as smartcards or configuration files.

- 1.7. "HSM" means an Entrust hardware security module.
- 1.8. "Hosted Service" means, in this nSaaS Direct Schedule, the nShield as a Service Direct cloud-based platform, including HSMs, which Entrust owns and hosts on its (or its hosting providers') infrastructure.
- 1.9. "Security World" means the Entrust proprietary protection framework which provides mechanisms to allow keys to be made available for use only by HSMs allocated to the Customer under precisely defined authorization and authentication policies.
- 1.10. "Self-Managed" means the default nSaaS Direct deployment, where Entrust hosts the Hosted Service, and Customer (i) is responsible for the administration of the Security World; (ii) acts as the Security Officer performing administrative duties requiring Security Officer authorization; and (iii) is responsible for the configuration of the HSMs relevant to the Hosted Service.
- 1.11. "Service Data" means any information and data relating to the access, use, and/or performance of the Hosted Service, including data generated in connection with Customer's use of the Hosted Service (e.g., analytics data, statistics data and performance data). Service Data does not include Customer Data.
- 1.12. "SLA" means Entrust's standard service level agreement for the Hosted Service, as may be modified from time to time, as set out in **Attachment 1**.

## 2. **Hosted Service.**

- 2.1. Hosted Service. Customer receives no rights to the Hosted Service other than those specifically granted in this Section 2.1 (*Hosted Service*).
  - 2.1.1. Right to Access and Use. Subject to Customer's compliance with the Agreement, Entrust grants Customer, during the Offering Term, a personal, worldwide, non-exclusive, non-transferable, non-sub-licensable right to access and use the Hosted Service in accordance with: (i) the Documentation; (ii) the information, specifications, and parameters set out in the Customer Enrollment Form (as may be modified by mutual written agreement of the parties); and (iii) any specifications or limitations set out in the Order or imposed by technological means on the capabilities of the Hosted Service that Customer is permitted to use.
  - 2.1.2. Service Levels. The sole remedies for any failure of the Hosted Service are listed in the SLA.
  - 2.1.3. Service Revisions. Entrust may add, reduce, eliminate, or revise service levels or functionality at any time where a third-party service agreement applicable to the Hosted Service has been changed. Where any such change will cause a material detrimental impact on Customer, Entrust will take commercially reasonable efforts to provide Customer sixty (60) days prior written notice.
  - 2.1.4. Software. If Entrust provides any Software in connection with the Hosted Service, the Schedule provided with the Software will apply (and not this nSaaS Direct Schedule). If no more specific Schedule is provided with the Software, the Schedule for the Software is the end user license available at <https://www.entrust.com/end-user-license.pdf>.
- 2.2. Documentation. Entrust grants Customer a personal, worldwide, non-exclusive, non-transferable, non-sub-licensable right to use, and create a reasonable number of copies of, the Documentation solely as necessary to support Customer's access to and use of the Hosted Service. Each permitted copy of all or part of the Documentation must include all copyright notices, restricted rights legends, proprietary markings, exactly as they appear on the copy delivered by Entrust or downloaded or otherwise accessed by Customer.

- 2.3. Support. Entrust provides the support commitments set out in the Support Schedule available at <https://www.entrust.com/-/media/documentation/licensingandagreements/dps-support-schedule-lg.pdf> for the Hosted Service.
- 2.4. Unauthorized Access. Customer will notify Entrust immediately of any known or suspected unauthorized use of the Hosted Service or breach of its security and will use best efforts to stop such breach or unauthorized use. The foregoing shall not reduce Customer's liability for all its Users.
- 2.5. Configuration and Security Measures. Customer is responsible and liable for: (a) account usernames, passwords, and access credentials; (b) the configuration of the Hosted Service to meet its own requirements; (c) Customer Data, Personal Data, and any other data provided to the Hosted Service by Customer, including without limitation, ensuring that all such data is encrypted prior to transmission to the Hosted Service; (d) Customer's access to and use of the Hosted Service; and (e) maintaining adequate security measures and the legally required protection for Customer systems and data in Customer's possession or control or data otherwise residing on Customer systems.
- 2.6. Customer Roles and Responsibilities. Customer will be responsible for the following with respect to nSaaS Direct (including the Enrollment Services):
- 2.6.1. Completion of the Customer Enrollment Form;
  - 2.6.2. Identifying primary and alternate points of contact within Customer's organization, as well as additional named points of contact within the Customer network, cloud, security, and other relevant teams (including, without limitation, as set out in Customer Enrollment Form);
  - 2.6.3. Co-operating with Entrust in all matters, making available to Entrust any information or data as Entrust may reasonably require, and ensuring that all such information or data is complete and accurate in all material respects;
  - 2.6.4. Making available on a timely basis Customer staff with specific knowledge of the nSaaS Direct deployment to engage as required by Entrust staff (e.g., answering technical and other questions, attending meetings, providing sign-off, etc., all within reasonable timeframes);
  - 2.6.5. For a Self-Managed nSaaS Direct deployment, initializing the HSM(s) with the applicable firmware, software (including the Software), and Security World, all as further described in the Documentation, and maintaining control over the applicable administrator card set (ACS);
  - 2.6.6. Maintaining backups of the Customer Data, including key identifiers, stored on Customer's client host(s);
  - 2.6.7. Ensuring that Customer-side configuration is correctly configured, and continuously tested and monitored;
  - 2.6.8. Purchasing or licensing any Entrust software, smart card readers, or smart cards, as required by Customer's selected deployment (all subject to the relevant separate terms and conditions); and
  - 2.6.9. Using the Customer Change Request Form to make any change requests to Customer's post-deployment of the Hosted Service.
- 2.7. Enrollment Services. The Customer Enrollment Form shall (i) be accepted by Customer with all core fields completed prior to Entrust commencing any activities relating to Customer's nSaaS Direct deployment; and (ii) be finalized with all additional fields completed by Customer no later

than thirty (30) days following initial acceptance by Customer. In both (i) and (ii), Customer acceptance is subject to Entrust confirmation as further detailed in the Customer Enrollment Form. Any changes to any fields (core or otherwise) once they have been added (during pre-deployment or deployment only) to the Customer Enrollment Form, shall be subject to a formal amendment which must be confirmed in writing by Entrust, and may be subject to additional fees at Entrust's sole discretion. Upon completion of the Customer Enrollment Form, Entrust shall provide the Enrollment Services to perform Customer's deployment of nSaaS Direct in accordance with the information, specifications and parameters set out in the Customer Enrollment Form. Such activities shall be subject to the following:

2.7.1. Unless otherwise set out in an Order, any Customer-side Entrust or third-party components required in connection with nSaaS Direct (including provision, installation, and/or configuration thereof), are out of scope the Enrollment Services.

2.7.2. nSaaS Direct is subject to the following assumptions and limitations:

2.7.2.1. No visits to Customer premises or other travel are included with the Enrollment Services. Any on premises services would be subject to a separate professional services agreement or statement of work with Entrust;

2.7.2.2. The nSaaS Direct deployment will be implemented and operated using only the HSMs owned and managed by Entrust in authorized Entrust selected data center facilities;

2.7.2.3. Customer will provide its own network connectivity to the service environment; and

2.7.2.4. Customer will support, troubleshoot, or monitor its communications infrastructure and components, network (LAN or WAN) for the purposes of problem resolution.

2.7.3. Any deliverables provided by Entrust as part of the Enrollment Services are not "works for hire". All right, title, and interest in, to and under any intellectual property rights conceived, created, embodied, developed, or reduced to practice by Entrust in the course of providing the Enrollment Services shall vest in and be owned by Entrust and shall be deemed to be the Confidential Information of Entrust. Except as explicitly provided herein, no other license is granted under any intellectual property rights.

2.7.4. Nothing in this Agreement shall prevent Entrust or its Affiliates from providing to a third party the same or similar services as those provided to the Customer as part of the Enrollment Services.

2.7.5. Following deployment of nSaaS Direct, any Customer request for changes to the information, specifications, and parameters of Customer's deployment shall (i) require Customer to complete a Customer Change Request Form; and (ii) be subject to mutual written agreement between the parties and may involve additional fees.

2.8. Customer Default. If Entrust's performance of any of its obligations in relation to this Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligations, including, without limitation, those set out in Section 2.6 (*Customer Roles and Responsibilities*) and Section 2.7 (*Enrollment Services*) (each instance a "Customer Default"):

2.8.1. without limiting or affecting any other right or remedy available to it, Entrust shall have the right to suspend performance of the Enrollment Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Entrust's performance of any of its obligations;

2.8.2. Entrust shall not be liable for any costs or losses sustained or incurred by the Customer to the extent such costs or losses arise from Customer's failure or delay to perform any of its obligations as set out herein;

2.8.3. Customer shall reimburse Entrust for any costs or losses sustained or incurred by Entrust to the extent these arise from the Customer Default;

2.8.4. Customer shall not be entitled to any reduction in or reimbursement of Fees arising from Customer's failure or delay to perform any of its obligations as set out herein; and

2.8.5. Customer shall not be entitled to dispute/withhold payment of Entrust invoice for any reasons related to Customer Default.

### **3. PCI Compliance (US Data Centers Only).**

3.1. PCI Compliance. Entrust will maintain (i) the Hosted Service in a secure environment; and (ii) a secure connection between the Hosted Service and Customer's cardholder data environment; in both cases in compliance with the applicable PCI Data Security Standard ("PCI-DSS") requirements.

3.2. Attestation. Upon Customer's request, Entrust will provide Customer with an Attestation of Compliance as evidence of Entrust compliance with the PCI-DSS requirements.

3.3. Cardholder Data. Notwithstanding Section 4.1 (Customer Data), Entrust does not store, transmit, process or otherwise use any Customer cardholder data, and Customer's management of its Customer Data within the Hosted Service is Customer's sole responsibility.

3.4. Additional Roles and Responsibilities. Each party shall perform the roles and responsibilities assigned to them as set out in the Entrust Third Party Responsibilities Matrix.

### **4. Data and Privacy.**

4.1. Customer Data. Customer acknowledges and agrees that the Hosted Service requires certain Customer Data in order to operate. Customer grants to Entrust, its Affiliates, and any of their respective applicable subcontractors and hosting providers, a world-wide, limited right, during the Term, to host, store, transmit or otherwise use such Customer Data as reasonably necessary for Entrust (or its Affiliates, and any of their respective applicable subcontractors and hosting providers) to provide the Hosted Service in accordance with the Agreement.

4.2. Service Data. Entrust owns all right, title and interest in and to Service Data and, without limiting the generality of the foregoing, may use, reproduce, or exploit such Service Data in any way, in its sole discretion.

### **5. Feedback.**

5.1. Feedback. "Feedback" refers to Customer's suggestions, comments, or other feedback about the Hosted Service or other Entrust products and services. Even if designated as confidential, Feedback will not be subject to any confidentiality obligations binding Entrust. Customer hereby agrees that Entrust will own all Feedback and all associated intellectual property rights in or to Feedback, and Customer hereby assigns to Entrust all of Customer's right, title, and interest thereto, including without limitation intellectual property rights.

## **6. Warranty Disclaimers.**

- 6.1. Warranty Disclaimers. For the purposes of this nSaaS Direct Schedule, the following is added to the disclaimer of warranties in the General Terms: Entrust makes no representations, conditions or warranties: (i) that the Hosted Service will be free of harmful components; (ii) that Customer Data and/or Service Data or any other Customer content or data stored in, transferred to or from, or otherwise processed by the Hosted Service, including in transit, will not be damaged, stolen, accessed without authorization, compromised, altered, or lost.

## **7. Indemnities.**

- 7.1. In addition to the indemnification obligations in the General Terms, Customer agrees to defend, indemnify and hold harmless Entrust, its Affiliates and licensors, and each of their respective employees, officers, directors, and representatives against any and all third party claims, demands, suits or proceedings, fines, costs, damages, losses, settlement fees, and expenses (including investigation costs and attorney fees and disbursements) arising out of or related to a violation of applicable law by Customer (an additional "Customer Indemnified Claim" as such term is used in the General Terms).

## **8. Term, Termination and Suspension.**

- 8.1. Termination or Suspension by Entrust. Entrust may, at its sole discretion, suspend or terminate Customer's access to the Hosted Service at any time, without advanced notice, if: (i) Entrust reasonably concludes that Customer has conducted itself in a way (a) that is not consistent with the Documentation, or is otherwise in breach of the Agreement; (b) that subjects Entrust to potential liability or interferes with the use of the Hosted Service by other Entrust customers; or (c) puts at risk any person, equipment or network, or is required in order to attend to any emergency; (ii) Entrust deems it reasonably necessary to do so to respond to any actual or potential security concerns, including, without limitation, the security of other Entrust customers' information or data; (iii) Entrust reasonably concludes that Customer is violating applicable laws, rules, regulations, or any order or request of any government or regulatory body; or (iv) Entrust is unable to continue to supply all or part of the Hosted Service to Customer due to technical reasons or the termination of any agreement with its suppliers). Entrust may also, without notice, suspend Customer's access to the Hosted Service for scheduled or emergency maintenance. Termination of the Agreement will result in termination of all Orders. If a suspension pursuant to any of (i) to (iv) above is not remedied within a reasonable period of time, Entrust may, at its sole discretion, terminate Customer's access to the nSaaS Direct (in whole or in part) upon reasonable advanced written notice to Customer. If Entrust suspends or restricts the Hosted Service, Entrust will only continue to charge Customer for the Hosted Service if the suspension or restriction is due to Customer's failure to comply with this Agreement.
- 8.2. Termination. In addition to the termination rights in the General Terms, Entrust may terminate the Agreement for the Hosted Service for any reason by providing Customer advance notice of at least one (1) year, unless Entrust discontinues the general commercial availability of the Hosted Service, in which case Entrust may terminate the Agreement upon one hundred and eighty (180) days' notice to Customer.
- 8.3. Effect of Termination or Expiry. Without limiting the generality of the effects of termination set out in the General Terms, upon termination or expiry of the Hosted Service, Entrust shall hold the Customer's administrative card sets (ACS) for a period of thirty (30) days following the effective date of termination or expiration; following such time period Entrust shall (i) either transfer to Customer (if Customer makes a request for transfer within the aforementioned thirty day period) or destroy the ACS; (ii) destroy Customer's connection to the Hosted Service; and (iii) at Entrust's sole discretion, destroy, re-allocate, or factory reset the HSMs that were allocated to Customer as part of the Customer's deployment of nSaaS Direct.

## Attachment 1

### Service Level Agreement (SLA)

#### 1. Service Levels.

1.1. **Definitions.** Capitalized terms not defined in this Section (*Definitions*) or otherwise herein have the meanings given to them in the nSaaS Direct Schedule.

1.1.1. **“Downtime”** means, subject to the Exclusions below, an interruption of the Hosted Service of five (5) minutes or more, during which time Customer is unable to access the applicable component(s), or functionality is substantially impaired, due to interruptions or impairments. Downtime does not include unavailability, interruptions, or impairments resulting from: (i) any Maintenance Windows (as defined below); (ii) suspension or termination of nSaaS Direct 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 Service by Customer (including failure to test and monitor on an ongoing basis), changes not approved by Entrust, or Internet accessibility problems beyond Entrust’s ISP environment; and (v) issues arising out of Customer’s or any third party network, software, equipment, or other technology service (collectively the “Exclusions”).

1.1.2. **“Maintenance Windows”** are the time frames during which Entrust may perform scheduled routine system maintenance. The 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.

1.1.3. **“Service Level Credit”** means an amount equal to five percent (5%) of the Monthly Fee for the calendar month in which the Service Level Default (as defined below) occurred, where **“Monthly Fee”** means the subscription fees paid to Entrust by Customer for the Hosted Service divided by the number of months in the applicable subscription term. 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, where **“Annual Fee”** means the annual subscription fees paid to Entrust by Customer for nSaaS Direct and **“Contract Year”** means the period commencing on the effective date set out in the relevant Order and ending twelve (12) months later. 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.

1.1.4. **“Service Level Default”** mean an instance where Entrust has failed to meet any Service Level Target.

1.1.5. **“Uptime”** - is the percentage availability of the Hosted Service calculated as follows:

$$\text{Uptime (\%)} = \frac{\text{Total minutes in Calendar Month} - \text{Total minutes Downtime}}{\text{Total minutes in Calendar Month}} \times 100$$

**1.2. Service Level Target; Service Level Credits.**

**1.2.1. Service Level Target.** Entrust will use reasonable commercial efforts to achieve the monthly Service Level Target set out below:

Offering	Applicable Components/Functions	Target Uptime
nSaaS Direct	HSM cluster availability across two or more datacenters*	99.9%
nSaaS Direct	Single instance HSM availability across a datacenter	99%
* In order to benefit from this Target Uptime, Customer must (i) divide their HSMs across a minimum of two datacenters; and (ii) configure the HSM client software to utilize HSMs located in multiple datacenters.		

**1.2.2. Service Level Credits** – 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 subscription period, if 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.