



## DPS and HSM Support Schedule

The Agreement for any Support provided with respect to Covered Offerings (defined below) is made up of these Support terms (the "Support Schedule"), the Entrust General Terms and Conditions ("General Terms") that are available at <https://www.entrust.com/general-terms.pdf>, and an Order for such Support. Capitalized terms not defined herein have the meanings given to them in the General Terms or the applicable Covered Offering Schedule.

1. **Definitions.** The following terms shall have the meaning ascribed to them as follows:
  - 1.1. "**Business Day**" means any day other than Saturday, Sunday, or a public holiday.
  - 1.2. "**Covered Offering**" means each Hardware, Hosted Service, Software.
  - 1.3. "**Customer-Hosted Offering**" means Hardware and/or Software that are hosted by Customer or installed on Customer's premises.
  - 1.4. "**End of Support Product**" has the meaning set out in Section 8.1 or 8.3, as applicable.
  - 1.5. "**Extended Support**" means the services which may be made available by Entrust to Customer for End of Support Products, at Entrust's sole discretion.
  - 1.6. "**Hardware**" for the purposes of this Schedule means any "Hardware and Supplies" (as defined in the General Terms) licensed by Entrust under terms that incorporate this Schedule by reference.
  - 1.7. "**Hosted Service**" for the purposes of this Schedule means nShield as a Service Direct (nSaaS Direct) and nShield as a Service Web (nSaaS Web).
  - 1.8. "**Named Support Contacts**" means individual Users nominated by Customer to act as Customer's support representatives.
  - 1.9. "**Problem**" means a reproducible defect that causes the Covered Offering to fail to conform to its applicable current Documentation.
  - 1.10. "**Production Environment**" means Customer's live business environment with active users.
  - 1.11. "**Response Time**" means the amount of time that elapses between the Customer's report of a Service Request to Entrust and Entrust's acknowledgement of the report, confirmation or assignment of a severity or priority classification, and indicating that a response to the Problem or request has been initiated.
  - 1.12. "**Service Plan**" means the applicable Service Plan for the Covered Offering as referenced in the Support Welcome Pack.
  - 1.13. "**Service Request**" means a reported Problem or request specific to a Covered Offering which is unique from any other opened support cases reported by Customer.
  - 1.14. "**Software**" for the purposes of this Schedule means any DPS Cloud Security, Encryption and Key Management (formerly "Hytrust") Software (e.g., KeyControl, CloudControl, and DataControl), as well as any Software related to the Entrust Hardware Security Modules (e.g., Security World client software, firmware on HSMs, and related options packs), but shall exclude any software development toolkits (SDKs).
  - 1.15. "**Supported Superseded Product**" means the End of Support Products for which Entrust has agreed to provide Extended Support.
  - 1.16. "**Support Services**" means the services described in this Support Schedule relating to the Covered Offerings that are provided by Entrust according to the Service Plan specified in the applicable Order.
  - 1.17. "**Support Welcome Pack**" means guide to using Support Services for the applicable Covered Offerings containing, inter alia, information related to the relevant Service Plans.



- 1.18. **“Upgrade”** in the context of Software, means a subsequent release or version of the Software; Upgrade releases will be designated by a change in the release number.
2. **Support Provision.** Entrust will provide the Support Services in accordance with this Support Schedule and the applicable Service Plan set out in the Order.
3. **Support Term.** The Offering Term for Support Services is as set out in the applicable Order, or, if not specified in the applicable Order, is for a period of twelve (12) months.
4. **Support Fees.**
  - 4.1. Fees for the Support Services will be as set out in the applicable Order and are payable in accordance with the Order and the General Terms.
5. **Customer’s Named Support Contacts.**
  - 5.1. When making a Service Request, Customer shall provide:
    - 5.1.1. 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.
    - 5.1.2. Access to qualified functional or technical personnel to aid in diagnosis and to assist in repair or remediation of any Problem reported in the Service Request
    - 5.1.3. Upon Entrust’s request, additional data deemed necessary or desirable by Entrust to reproduce the environment in which a reported Problem occurred, or to otherwise address the Service Request.
  - 5.2. For Severity 1 Problems, Customer must have dedicated resources available to work on the issue on an ongoing basis during the reported Problem. If no dedicated Customer resources are available, Entrust’s obligations with respect to the Problem will be suspended until such time as such resources become available.
  - 5.3. Unless specifically permitted in the applicable Agreement, Customer (and its Named Support Contacts) shall only contact Entrust, and not any of its suppliers or licensors, with questions or Problems relating to the Covered Offerings.
6. **Upgrades for Customer-Hosted Offerings.**
  - 6.1. Software Upgrades. Entrust will use commercially reasonable efforts to make available to Customer all Upgrades for Software generally available from Entrust at no additional cost to Customer. Upon the release of each Upgrade, and unless otherwise specified, Entrust will have no obligation to provide Support Services for End of Support Products. Entrust may offer to provide Extended Support for such End of Support Products 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.
  - 6.2. Platform Options. If Customer has licensed a platform-specific version of Software (server Software only, e.g., “for Windows”) and Entrust also offers the same version of the Software on an Entrust-supported computing platform other than the platform on which Customer originally licensed such Software (e.g., “for Mac”), upon request, Entrust will, at no additional charge, other than shipping costs, provide Customer with a copy of the alternate platform version of the Software as a replacement for the originally-licensed version. Customer may use the alternate platform version of the Software for the new platform pursuant to the same terms and conditions applicable to the original platform version of the Software, provided that Customer may not run both versions of the Software concurrently.



## 7. **Exclusions.**

- 7.1. Entrust shall have no obligation to provide Support Services under this Support Schedule if a Service Request is made because of: (a) Customer's failure to maintain proper site or environmental conditions, (b) any fault of Customer or any User, including misconfiguration of components, improper use, or use that is not in accordance with the applicable Documentation, (c) any attempts at repairs, maintenance, or modifications to the Covered Offerings performed by a Person other than authorized service personnel of Entrust, (d) the acts of third parties (unless authorized by Entrust), (e) failure or interruption of any electrical power, telephone or communication line or like cause, (f) Problems caused by third party software, hardware or services, including but not limited to web server and web browser software, plug-ins and integrations, or (g) use of unsupported Covered Offerings (including, without limitation, End of Support Products) unless otherwise agreed to by Entrust (which could include having an Order for Extended Support is in effect), or (h) with respect to Hardware, an act or omission of Customer related to relocation, movement, or improper installation with reference to the installation Documentation.
- 7.2. If Entrust recommends having a Covered Offering deployed in a test environment prior to deployment in a Production Environment, and Customer chooses not to follow such advice, then Customer's use of the Covered Offering shall be at Customer's own risk and any Service Requests relating to such Covered Offering will be classified and treated as if they were in a test environment.
- 7.3. This Support Schedule expressly excludes on-site support and support for (a) any Covered Offering that was provided on a "no charge", beta testing, proof of concept, evaluation or "not for resale" basis, (b) for hardware other than Hardware, (c) for third party products and services other than Covered Offerings, including for applications that utilize Entrust toolkit software products, and (d) for non-Entrust developed integrations of the Covered Offerings with third party products or services.

## 8. **Support Services.**

### 8.1. **DPS Cloud Security, Encryption and Key Management (formerly "Hytrust") Software**

- 8.1.1. Help Desk Support. Telephone (+1 (844) 681-8100), email (hytrust.support@entrust.com) and web-based (<https://trustedcare.entrust.com>) support will be provided to Named Support Contacts (as noted below) between the hours of 5:00 a.m. and 5:00 p.m. Pacific Time, Monday through Friday. Emergency support for Severity 1 Problems will be available twenty-four/seven (24/7/ 365) by contacting: toll-free +1 (844) 681-8100 or creating a Severity 1 case at <https://trustedcare.entrust.com>. Customer will designate up to three (3) Named Support Contacts and provide their names to Entrust. Only Named Support Contacts may raise a Service Request.
- 8.1.2. Problem Correction & Service Levels. Each Service Request related to the Software covered by Section 8.1 that has been submitted by Named Support Contact will be issued a tracking number and will be tracked by Entrust. Entrust may acknowledge submission of each Service Request through automated means (e.g., automated response email) or by direct contact via email or phone by an Entrust technical representative within the response times set out below for the applicable severity level. 'Severity Level' is a measure of the relative impact of an issue on Customer's systems or business. Entrust and Named Support Contact will work together to accurately define the severity level for a Service Request.



Severity Level	Impact	Initial Response by Entrust
Severity 1	Software is completely inoperative or at least one component of mission-critical functionality does not perform.	Within one (1) hour. Error diagnosis to commence immediately.
Severity 2	The overall performance of Software is degraded or at least one component of material (but not mission-critical) functionality does not perform.	Within four (4) hours. Error diagnosis to commence immediately.
Severity 3	Any Problem that affects performance of the Software but does not degrade any material or mission critical functionality.	Within twelve (12) hours. Error diagnosis to commence immediately.
Severity 4	General questions, feature requests, etc.	Within twelve (12) hours.

8.1.3. Lapsed Support Services Reinstatement. In the event Support Service expires or is otherwise terminated: (i) any reinstatement of Support Service shall be purchased to cover the lapsed Support Service since expiration or cancelation and must be renewed until the Support Service is current; and (ii) a reinstatement fee of twenty per cent (20%) of the list price shall be charged by Entrust to Customer. In addition, Customer shall warrant that as of the date of the order for renewal is placed that (to the best of its knowledge) all Software covered under this Section 8.1 are functioning correctly. Reinstatement for lapsed Support Services can be backdated to a maximum of eighteen (18) months.

8.1.4. Supported Versions and End of Life. Unless otherwise specified by Entrust, the provision of Support Services under this Section 8.1 does not apply to End of Support Products. The *Entrust KeyControl Lifecycle Policy* and *Entrust CloudControl Lifecycle Policy* (i) defines currently supported versions; (ii) details what is included in Extended Support; and (iii) is available on request from the Entrust technical support team. For the purpose of Section 8.1, End of Support Products means a version of Software that has entered the End of Mainstream Support phase as set out in the aforementioned policies.

## 8.2. Hosted Service

8.2.1. Support Services. The availability of Support Services for the Hosted Service is set out in the Support Welcome Pack available at <https://www.entrust.com/-/media/documentation/userguides/dps-nshieldsaas-welcome-kit-br.pdf>.

## 8.3. Hardware Security Modules (nShield HSMs and related Software - excluding products covered under Section 8.1 and 8.2)

8.3.1. Support Services. The availability of Support Services for Hardware and Software covered under this Section 8.3 is set out in the Support Welcome Pack available at <https://www.entrust.com/-/media/documentation/brochures/customer-welcome-pack-technical-support-br.pdf>. Entrust will use commercially reasonable efforts to meet the response times noted in the Welcome Pack. Access to the Support Help Center, e-mail or phone lines for the provision of Support may be suspended for brief periods due to scheduled maintenance and other factors. "Support Help Center" means the Entrust nShield Technical Support Help Center that can be accessed from the following link <https://www.entrust.com/contact/support>.

8.3.2. Lapsed Support Services Reinstatement. In the event Support Service expires or is otherwise terminated: (i) any reinstatement of Support Service shall be purchased to cover the lapsed Support



Service since expiration or cancellation and must be renewed until the Support Service is current; and (ii) a reinstatement fee of twenty per cent (20%) of the list price shall be charged by Entrust to Customer. In addition, Customer shall warrant that as of the date of the order for renewal is placed that (to the best of its knowledge) all Hardware and Software covered under this Section 8.3 are functioning correctly. Reinstatement for lapsed Support Services can be backdated to a maximum of eighteen (18) months.

8.3.3. Supported Versions and End of Life. Unless otherwise specified by Entrust, the provision of Support Services under Section 8.3 does not apply to End of Support Products. The *Entrust Data Protection Solutions Support Lifecycle Policy* defines currently supported versions and is available on request from the Entrust technical support team. For the purpose of Section 8.3, End of Support Products means a version of Hardware or Software that has entered the End of Mainstream Support phase as set out in the *Entrust Data Protection Solutions Support Lifecycle Policy* (available upon request). Extended Support, for the purposes of products covered under Section 8.3 are provided at additional cost (as set out in an Order) and are subject to the additional provisions set out in Section 8.3.4 (*Extended Support*) below.

8.3.4. Extended Support. In the event Entrust agrees to provide Customer with Extended Support for the products covered under Section 8.3, which shall be subject to an Order (that includes details such as pricing and duration), it shall be subject to the following additional provisions:

8.3.4.1. Customer must be current in its annual support fee payments to Entrust regarding all Supported Superseded Product licensed or purchased from Entrust by Customer;

8.3.4.2. Extended Support is intended for use by customers who are migrating to a newer or alternative product and have not completed their migration before the end-of-support date of their existing Covered Offerings. It is not recommended (or priced) as a long term alternative to mainstream support packages and is limited to customers with an active migration project.

8.3.4.3. Customer's Production Environment configuration must remain substantially unaltered and Customer's computer environment must not expand significantly. Customer agrees that significant increases in the number of users and logins per second may result in degradation of system performance. In such instances, Extended Support will be limited to environmental tuning investigations and recommendations. In addition, Customer agrees that system performance may be degraded by Customer-installed third party applications that share the computer resources (e.g., CPU, memory, ports) with the Supported Superseded Product;

8.3.4.4. Extended Support does not include any software patches, fixes, code changes, product enhancement or design changes (collectively "Code Changes"). However, if any Code Change is required to address critical security vulnerabilities in the Supported Superseded Product, Entrust may, at its sole discretion opt to provide a Code Change as part of the resolution;

8.3.4.5. Third party technology may be embedded in the Supported Superseded Product. Entrust's support arrangements with such third party technology providers may terminate or expire. Accordingly, this may adversely affect Entrust's ability to provide security and high severity bug fixes. Subject to the foregoing (and Section 10.4 above), Entrust will endeavor to support critical security patches (as determined by Entrust) for third party products embedded in the Supported Superseded Product;

8.3.4.6. Commercially reasonable efforts will be made to provide Extended Support assistance with (i) problems related to third party products integrated with the Supported Superseded Product (existing integrations only), an (ii) Supported Superseded Product operating on discontinued operating system (OS) platforms or bundled with discontinued third party web browsers, web



## ENTRUST

servers, application servers, repositories or other software;

- 8.3.4.7. Back-porting of Severity 1 and Severity 2 Service Requests (SRs) of current Entrust software releases are not provided;
- 8.3.4.8. Certification with new versions of operating systems (OS), compilers, web servers, application servers and browsers is not included and assistance with scaling requirements is not included with Extended Support;
- 8.3.4.9. Any compliance certifications for the Supported Superseded Product will not be renewed, if expired. Notwithstanding anything to the contrary in the underlying license for the applicable software or other agreement between Entrust and Customer, Entrust will have no obligation to seek or maintain any certifications or compliance with any standard with respect to the Supported Superseded Product, and will have no liability for not having such certifications or compliance. Customer acknowledges and accepts the risk of using versions of Covered Offerings beyond their normal support period;
- 8.3.4.10. Hardware Repair or Replacement Option. Customer shall receive the Hardware *Repair Advance Replacement Option* (see Section 8.3.5.1.2 below) as part of Extended Support. Notwithstanding the terms in Section 8.3.5.1.2, Entrust reserves the right to supply the “nearest equivalent” product in the event that a failed product is no longer available. The replacement may be a newer generation of the product than the failed item, and this is therefore reflected in the charges for the Extended Support. Entrust may also address Security vulnerabilities by replacing the affected unit(s) with the “nearest equivalent” current generation product available on products that have reached the end of mainstream support.

### 8.3.5. Hardware.

#### 8.3.5.1. Service Plan Options:

- 8.3.5.1.1. Repair Replacement Option (Standard Support): During an active Support Services term, where the Service Plan purchased by Customer includes the *Repair/Replacement* option, Entrust will repair the original unit or, will ship a replacement unit following receipt of Customer's report and acknowledgement by Entrust that the Hardware in the Order has experienced a Problem which is covered by the Support Services under Section 8.3. Entrust will ship the repaired or replacement unit within fifteen (15) Business Days after receipt at the location specified on the return material authorization (“**RMA**”).
- 8.3.5.1.2. Advance Replacement Option (Premium and Premium Plus Support): During an active Support Services term, where the Service Pan purchased by Customer includes the *Advanced Replacement* option, Entrust will make reasonable efforts to ship a replacement unit by the end of the next Business Day following receipt of Customer's report and acknowledgement by Entrust (report must be received, along with confirmation of Named Support Contact contact details, including name, address, email, and phone number, by 12pm local time for the relevant Entrust support team, failing which the replacement unit will be shipped one the subsequent Business Day – i.e. two Business Days following receipt) that a Product set forth in the Order has experienced a Problem which is covered by Support Services under Section 8.3.
- 8.3.5.1.3. Rapid Delivery For UK Mainland and On-Site Spare Service Options: During an active Support Services term, where the Service Pan purchased by Customer includes *Rapid Delivery* (available for UK mainland only) or the *On-Site Spare* options, Entrust will, within





## ENTRUST

four (4) operational hours (of a Business Day) of notification that a Hardware unit covered by *Rapid Delivery* support has experienced a Problem and requires replacement, dispatch a support engineer with a replacement Hardware unit. For the *On-Site Spare* option the Customer shall be responsible for holding an additional spare at each of its allocated sites. The Customer is responsible for ensuring that the unit that has experienced a Problem is made available for collection by the support engineer when the replacement Hardware unit is delivered. Customer is responsible for informing Entrust of the location of all units covered by either the *Rapid Delivery* or the *On-Site Spare* option and for informing Entrust of any changes to the locations of the units. Where Customer has used its site Hardware unit spare under the *On-Site Spare* option it shall be accountable for immediately notifying Entrust's technical support team in order that arrangements can be made (with no additional cost to the Customer) to collect the faulty Hardware unit and provision a new Hardware unit that can respectively be stored at Customer's site. The *Rapid Delivery* and *On-Site Spare* options do not include the installation, de-installation or removal of the Hardware units.

### 8.3.5.2. Hardware Return Material Authorization Policy

8.3.5.2.1. Prior to returning any Hardware to Entrust for repair or replacement, Customer must ensure that: the Hardware is free of any legal obligations or restriction and of any Customer proprietary or confidential information that would prevent Entrust from exchanging, repairing or replacing the Hardware; Customer has obtained a RMA from Entrust, including a RMA number; and it has complied with all applicable export and import control requirements. Certain Hardware components are considered non-returnable items – including, without limitation, smart cards, cables, and rail kits (each “**Non-Returnable Items**”). For a full list of Non-Returnable Items, Customer should contact Entrust technical support prior to the return. Entrust cannot guarantee delivery of any Non-Returnable Items back to the Customer. Export control requirements may require Entrust to provide the full price book value of the Hardware components on Documentation accompanying the RMA shipment.

8.3.5.2.2. All returns must comply with any Entrust RMA instructions set out in the Support Welcome Pack or as advised by Entrust personnel. If Customer does not follow all Entrust RMA instructions, Entrust may invoice Customer the full costs of returning the Hardware.

8.3.5.2.3. Customer shall be responsible for the removal and return of the Hardware that has experienced a Problem and the installation of the replacement Hardware unless the Customer has purchased the *Rapid Delivery* option with respect to such Hardware. Failure to ship the original Hardware back to Entrust within fourteen (14) days of receipt of the replacement Hardware shall cause Customer to be responsible for the retail purchase of the replacement Hardware.

8.3.5.2.4. In all cases, if Entrust, after inspection, concludes, in its absolute discretion, that the Hardware returned or replaced by Customer has not experienced a Problem or falls outside the scope of Support Services covered under Section 8.3, Entrust shall ship the replacement Hardware to Customer and Entrust shall invoice Customer the full purchase price of the Hardware as well as the full shipping costs.

8.3.5.3. Hardware Upgrades. Customer recognizes and acknowledges that as a replacement Hardware unit may contain a different or upgraded Software version or other product variants that have developed or evolved over time, a possibility exists that such replacement Hardware unit may not be immediately compatible with Customer's operating environment such as to require Customer to make adjustments to its operating environment.



#### 8.4. Additional Costs.

8.4.1. To the extent Entrust reasonably determines that a Problem is caused by any condition that is not covered by Support Services pursuant to Section 8, Entrust shall cease providing Support Services for such Problem. Customer may request Entrust provide out-of-scope services to address the Problem, which services shall be subject to a separate professional services agreement.

8.4.2. In the event the parties agree to supply Entrust personnel to Customer's premises other than for delivery in accordance with the *Rapid Delivery* option, such services shall be subject to a separate professional services agreement.

#### 8.5. Customer Obligations.

8.5.1. The Customer shall:

##### 8.5.1.1. General.

8.5.1.1.1. Promptly report any identified Problem to Entrust by logging it into the Support Help Center or by email or by telephone as described in the Welcome Pack, documenting it in sufficient detail for Entrust to be able to recreate the Problem, in compliance with its information security responsibilities set forth below, and by providing: Hardware Serial number, a description of the Problem and the circumstances in which it occurred, information on the supported Hardware and/or Software (e.g., software version, license number, environment, etc.), diagnostic information (e.g., logs, debugs, etc.), and an assessment of the severity of the Problem in terms of operational impact;

8.5.1.1.2. Quote the Entrust contract number when reporting the initial problem. Once the Problem has been logged and assigned a ticket number, this number should be quoted in all further communications;

8.5.1.1.3. Use Hardware and/or Software in accordance with the Documentation and promptly and regularly carry out all operator maintenance routines as and where specified;

8.5.1.1.4. Use with Hardware operating supplies and media which comply with Entrust's recommendations;

8.5.1.1.5. Permit only Entrust or Entrust's approved agents to adjust, repair, modify, maintain or enhance the Hardware or Software, save for any operator maintenance specified for Hardware, in which case, permit the Hardware to be used or operated only by properly qualified operators directly under Customer's control;

8.5.1.1.6. Keep adequate back-up copies of the software, data, databases and application programs in accordance with best computing practice. Customer agrees that it is solely responsible for any and all restoration and reconstruction of lost or altered files, data and programs;

8.5.1.1.7. Maintain consistently the environmental conditions recommended by Entrust; and

8.5.1.1.8. Install and implement all solutions, corrections, resolutions, hot fixes and new releases in accordance with Entrust's installation instructions. Customer acknowledges that failure to install such solutions, corrections, resolutions, hot fixes and new releases may cause the Software to become unusable or non-conforming and may cause subsequent corrections and Updates to be unusable. Entrust accepts no liability for the performance of the Software that has not been installed in accordance with Entrust's installation instructions.

##### 8.5.1.2. Access.

8.5.1.2.1. In the event that Entrust agrees to send an engineer to Customer's site, Customer shall permit reasonable access to the Hardware and/or Software for the purpose of carrying out the Support Services and shall make available suitable staff, telecommunications facilities and





## ENTRUST

connections, modem links, electricity, light, heating and other normal services and operating time on any associated system to enable tests to be carried out, including at any remote location if necessary for this purpose. Customer shall provide the Entrust personnel access to the Hardware and/or Software in a place, which conforms to the health and safety regulations of the country where the Entrust personnel is to perform such Support Services.

8.5.1.2.2. Entrust will not require access to any Customer data other than basic contact information from select Customer representatives to provide Support Services and Customer shall take appropriate precautions to prevent transfer of any unnecessary Customer data to Entrust.

9. **Out of Scope Services.** If Customer requires support that goes beyond what is described in this Schedule, including, for example, training and on-site services, such services may be available for purchase from Entrust pursuant to a separate written agreement.
10. **Termination.** In addition to the termination rights in the General Terms, if either party is in material breach, or fails to perform one or more of its material obligations under this Support Schedule, 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 obligations 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 Support Schedule immediately), or perform within thirty (30) days of the written notice, declare the party in material breach to be in default and terminate this Support Schedule.