

## **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 <a href="https://www.entrust.com/general-terms.pdf">https://www.entrust.com/general-terms.pdf</a>, 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.

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- 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. <u>Support Provision</u>. 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



## 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



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	I



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 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



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



## 8.4. Additional Costs.



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.
- 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. <u>Termination</u>. 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