

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 for processing, storage or hosting by 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 signed and completed by Customer and confirmed by Entrust.
- 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. is responsible

as the Security Officer performing
ation; and (iv) is responsible for the
Entrust shall also retain Security World

- 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 administr 0 Td()Tj0.Td()Tj0.004I3 (t)2 Td()0 Tw 1Som8 -1.1A

- 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. Signing and 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

writing by Entrust, and may be subject to additional fees. Upon completion of the Customer Enrollment Form, Entrust shall provide the Enrollment Services to Customer to perform Customer's deployment of nSaaS Direct

7.1. Termination or Suspension by Entrust.

1.2. Service Level Target; Service Level Credits.

1.2.1. Service Level Target. Entrust will