



Entrust PKI as a Service Onboarding Professional Services Schedule

Service Overview

Entrust's PKI as a Service ("PKIaaS") Onboarding Offering provides the Customer with the Professional Services and expertise needed for the Customer to integrate its Customer-controlled components with Entrust's PKIaaS Offering (the "Onboarding Services").

The Agreement for PKIaaS Onboarding Services is made up of this Schedule, the Entrust General Terms and Conditions available at <https://www.entrust.com/general-terms.pdf> ("General Terms"), and an applicable Order (as defined in the General Terms).

1. Definitions.

- 1.1. "ACME" means Automated Certificate Management Environment.
- 1.2. "InTune" means the Microsoft InTune service.
- 1.3. "MDM" means the Entrust Mobile Data Management web service.
- 1.4. "SCEP" means Simple Certificate Enrollment Protocol service.
- 1.5. "WSTEP" means WS-Trust X509v3 Token Enrollment Extensions or WS-Trust.

2. Scope of Services.

- 2.1. Scope. The table below sets out the scope and stages of the Entrust PKIaaS Onboarding Services and the respective responsibilities of Entrust and Customer at each stage. These steps will be completed for each engagement. If additional work is determined to be required, this will be addressed as set out in Section 7.2 (Changes) below.

Entrust will assign a project manager ("PM") who will have overall responsibility for ensuring delivery of the PKIaaS Onboarding Services to the Customer. The PM is the Customer's single point of contact with Entrust for the duration of the engagement, providing co-ordination of resources, tracking and closure of action items, and schedule, requirements and financial management.

Customer will assign a project manager to act as a single point of contact for Entrust, to ensure suitably qualified technical and business resources are available to fulfill the Customer's responsibilities at the required times indicated in the table below.

Stage 1: Kickoff meeting
<p>Entrust Responsibilities:</p> <ul style="list-style-type: none">• Assign a project manager• Schedule the kickoff meeting• Review PKIaaS environment and requirements for WSTEP, ACME, InTune, SCEP and/or MDM integration• Review of prerequisites <p>Customer Responsibilities:</p> <ul style="list-style-type: none">• Assign a project manager• Engage and manage Customer resources, as identified in kickoff planning discussions, and ensure their attendance at kickoff meeting• Gather information requested during the kick-off meeting
Stage 2: Develop a high level design of the solution

Entrust Responsibilities:

- Document the high-level design of the solution in a draft document for customer review
- Answer Customer questions and feedback on the draft high-level design document
- Produce a final draft of the high-level design document for customer approval

Customer Responsibilities:

- Engage Customer technical points of contact(s) responsible for the PKIaaS solution and environment, as identified in the kickoff meeting
- Respond to Entrust questions relating to the PKIaaS solution and environment
- Complete review and final sign-off the high-level design document prior to commencement of the deployment activities

Stage 3: Follow up to validate prerequisites are in place and schedule the solution deployment

Entrust Responsibilities:

- Confirm completion of prerequisites as outlined in the high-level design document
- Coordinate Entrust resources to assist with deployment activities
- Schedule solution deployment activities with Customer

Customer Responsibilities:

- Complete pre-requisites as outlined in the high-level design document
- Coordinate deployment with Customer technical points of contact(s) responsible for the PKIaaS solution and environment
- Plan and coordinate (in advance of scheduled deployment activities) for required service window(s)
- Complete the initial and appropriate setup of the infrastructure, including hardware procurement, operating system installation and verification, non-Entrust software installation and configuration, client machines with network connectivity;
- If required, install an ACME client as per high-level design

Stage 4: Deployment Activities

Entrust Responsibilities:

- For ACME, WSTEP and SCEP:
 - Install one cluster of 3 nodes of EDM
 - Deploy CEG solution in EDM
- For ACME deployments:
 - Configure ACME with PKIaaS Issuing CA
 - Validate ACME service is available across cluster
 - Validate ACME client can retrieve certificate from ACME/EDM
- For WSTEP deployments (for one domain):
 - Configure WSTEP with PKIaaS Issuing CA
 - Validate WSTEP service is available across cluster
 - Validate WSTEP client can enroll certificate from WSTEP/EDM
- For SCEP deployments:
 - Configure SCEP service with PKIaaS
 - Validate SCEP service is available across cluster
 - Validate configuration with one or two test devices
- For the hosted MDM or Intune integration:
 - Configure MDM or Intune service with PKIaaS
 - Validate configuration with one or two test devices

Customer Responsibilities:

- Respond to Entrust's questions
- Shadow deployment and assist with questions, access requests, and/or third-party tools

Stage 5: Installation Supplemental Document

Entrust Responsibilities:

- Create an Installation Supplemental document containing a high-level overview of Customer specific installation and configuration details

3. **Deliverables.**

3.1. Entrust will provide the following deliverable(s) (“Deliverables”):

- High-level design document
- Installation supplemental document

3.2. Entrust is committed to delivering high quality services and products to its customers. All Deliverables will be subject to peer review and require Entrust Project Manager approval before being delivered to Customer. This also applies to situations where Entrust has chosen to sub-contract certain activities or Deliverables to our partner organizations.

4. **Dependencies and Assumptions.**

4.1. Customer acknowledges and agrees that performance of Onboarding Services by Entrust will be subject to the dependencies and assumptions noted below. All work to be performed during regular business hours.

4.2. All work to be performed remotely unless otherwise expressly agreed and Entrust incurred travel and living expenses paid by Customer.

4.3. Entrust reserves the right to fulfill delivery of Onboarding Services using Entrust employed staff, contractors or sub-contractors with appropriate experience and skills.

4.4. Any Entrust products provided to or used by Customer in relation to the engagement shall be subject to Entrust’s standard terms and conditions for such products (unless otherwise agreed to between Entrust and Customer).

4.5. All third party products/components shall be supported by Entrust integrations as set out in the current Entrust product related documentation.

4.6. Entrust personnel shall not be made available or placed on stand-by for non-Entrust tasks or tasks unrelated to the Onboarding Services.

5. **Customer Obligations.**

Customer shall be responsible for the timely performance of its obligations under this Schedule, including the following obligations:

5.1. Provide Entrust with such information and materials as Entrust may reasonably require to supply the Onboarding Services and ensure that such information is complete and accurate in all material respects.

5.2. Obtain and maintain all necessary licenses, permissions and consents which may be required for Customer to provide the Onboarding Services before the date on which the Onboarding Services are to start.

5.3. Customer must maintain in place a current subscription for PKIaaS and any associated Software, including a current support plan.

Customer acknowledges that any delay on its part in the performance of its obligations may affect Entrust’s provision of the Professional Services.

6. **Out of Scope.**

The following activities/tasks fall outside the scope of the Onboarding Services. Entrust does offer

customized Professional Services and may be able to assist the Customer with some of the tasks below in a separate engagement under a statement of work:

- Provision of any content for policy, procedural or operational documentation.
- Formal project reporting (although informal status reporting will be provided).
- Installation and configuration of Entrust software in any environments not specifically identified during the kick-off meeting.
- Provision, installation or configuration of Entrust or third party hardware, software (except as specifically set out herein), operating systems or supporting network components.
- Development of custom code, including development or customization of any component or application.
- Development and/or execution of a formal test plan.
- Installation or configuration of a database or directory.
- Detailed build or customized documentation (i.e. operations guides).
- On-call/stand-by availability.
- Travel or any work on Customer's premises.
- All Professional Services not specifically identified in this Schedule.

7. **Acceptance and Changes.**

7.1. Acceptance. Any Deliverable specified in this Schedule as requiring Customer sign-off or acceptance shall be considered complete and accepted when it has been provided and reviewed by the Customer in accordance with the specified timelines, or if no timelines are specified, within ten (10) business days, and Customer has not provided Entrust with a written notice of rejection. Customer may only reject a Deliverable if it materially deviates from its specifications and the requirement in this Schedule. In the event of such a rejection Entrust shall correct the deviation and redeliver the Deliverable. After redelivery pursuant to the previous sentence, the parties shall again follow the acceptance procedures set forth in this Section 7.1 (Acceptance). This Section, in conjunction with Customer's right to terminate for material breach where applicable, sets forth Customer's only remedy and Entrust's only liability for failure of a Deliverable.

7.2. Changes. The PKIaaS Onboarding Services represent a defined-scope package of Professional Services with a fixed price, and are therefore not subject to a change management process. No changes to the high-level design or requirements are permitted at any point after Customer's sign-off at Stage 2 in Section 2.1 above. In the event that Customer requires additional Professional Services beyond the scope of this Schedule, including if any of Entrust's work or Deliverables need to be revised or repeated due to Customer's failure or errors in performing its obligations, these additional Professional Services may be provided pursuant to a separate statement of work agreed by the Parties. In the absence of any agreement on a separate statement of work, Entrust shall have no obligation to provide additional or modified Professional Services or Deliverables.

8. **Fees.** Customer will pay Entrust the costs and fees for the Onboarding Services as set out in the applicable Order, which are payable in accordance with the Order and the General Terms.

9. **Warranty.** 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.

10. **Term and Termination.**

10.1. Term. The PKIaaS Onboarding Services are sold on a one-time engagement basis. The Offering Term will commence on the date that the Order is accepted by Entrust and will continue in effect until the work identified in Stages 1 through 5 in Section 2.1 above is complete.



- 10.2. Customer Default. If Entrust's performance of any of its obligations under this Schedule is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):
 - 10.2.1. without limiting or affecting any other right or remedy available to it, Entrust shall have the right to suspend performance of the Onboarding 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;
 - 10.2.2. 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; and,
 - 10.2.3. the Customer shall reimburse Entrust for any costs or losses sustained or incurred by Entrust to the extent these arise from the Customer Default.
- 10.3. Cancellation/Rescheduling by Customer. Requests by Customer to cancel or reschedule Onboarding Services engagement must be submitted in writing only via email to the assigned Entrust PM. Requests by phone or voicemail will not be accepted by Entrust. If Customer cancels or reschedules the Onboarding Services within three (3) business days of the scheduled engagement start date, Entrust reserves the right to charge a cancellation fee, equal to the value of one (1) day of Entrust consulting fees as set forth in Entrust' price list in effect at that time. New engagements dates requests shall be established by mutual agreement only up to a maximum of two (2) rescheduling dates. Subsequent requests shall be subject a cancellation fee per request.
- 10.4. Cancellation/Rescheduling By Entrust. In the event of an engagement cancellation by Entrust, Entrust shall provide a prorated credit for the unperformed Onboarding Services to be applied towards alternative engagement dates.