



ENTRUST

Digital Card Solution

Service Level Agreement

Unless otherwise provided herein, capitalized terms will have the meaning specified in the General Terms and Conditions and Digital Card Solution Schedule (“**Agreement**”). Entrust reserves the right to change the terms of this Digital Card Solution Service Level Agreement (“**SLA**”) in accordance with the Agreement.

1. **Service Commitment**

Entrust will make the Hosted Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during each calendar month (the “**Service Commitment**”). In the event the Hosted Service does not meet the Service Commitment, Customer may be eligible to receive a Service Credit as described below.

2. **Definitions**

- “**Monthly Uptime Percentage**” is calculated by subtracting from 100% the percentage of minutes during the month in which the Hosted Service was in the state of Downtime.
- “**Downtime**” means a state during which authorized Users are unable to use the Hosted Service to perform: mobile enrollments, card enrollments, lifecycle management functions, and online authentication.
- “**Maintenance Window**” means a time frame during which Entrust performs scheduled routine system maintenance on the Hosted Service.
- “**Service Level Default**” means an instance when Entrust’s level of performance has failed to meet the Service Commitment.
- “**Service Credit**” means a set of no cost days that can be applied against the next billing cycle.

3. **Service Commitments and Service Credits**

Service Credits are calculated as set out below for each month in which a Service Level Default occurs.

Monthly Uptime Percentage	Service Credit
Less than 99.9% but greater than 99%	3 days
Less than 99% but equal to or greater than 95.0%	5 days
Less than 95.0%	10 days

In no event will Customer’s Service Credits for any calendar year exceed 60 days.

Without prejudice to any other rights and remedies Customer has either at law or under the Agreement, Service Credits shall be the sole compensation and remedy of Customer for a failure by Entrust to meet the Service Commitment.

4. **Credit Request and Payment Procedures**

To receive a Service Credit, a credit request must be received by Entrust via email to the following email address AR.Management@entrust.com within thirty (30) days of the Service Level Default and must



include all below:

- a. The words "SLA Credit Request" in the subject line. The dates and times of the Service Level Default.

5. Maintenance Windows

The Maintenance Windows will not exceed (1) hour per month. Entrust will use commercially reasonable efforts to provide 1 weeks' advance notice of the Maintenance Windows and schedule Maintenance Windows outside of working support hours. Entrust shall use its best efforts to limit the impact on the availability of the Hosted Service.

6. Downtime Exclusions

Downtime does not include any unavailability that results from and are not considered Downtime for calculating Monthly Uptime Percentage and applicable Service Credits:

- a. Any Maintenance Windows;
- b. Suspension or termination of the Hosted Service in accordance with the terms of the Agreement;
- c. Implementation of critical / emergency security patches in accordance with a relevant risk/vulnerability assessment of which Entrust will use commercially reasonable efforts to priorly inform Customer;
- d. Factors outside of Entrust's reasonable control, including any Force Majeure event and Internet accessibility problems beyond Entrust's environment; power or network outage, addressing immediate cyber threats such as DDoS attacks;
- e. Customer's or any third party's network, software, equipment or other technology or service;
- f. Acts or omissions of Customer or third parties involved in delivery of the Hosted Service that are outside of Entrust's sole control and which result in the unavailability of the Hosted Service;
- g. Negligence of willful misconduct of Customer or third parties involved in delivery of the Hosted Service that are outside of Entrust's reasonable control; and
- h. Any failure that cannot be corrected because Customer is inaccessible or has not responded in a reasonable time after having been contacted by Entrust.