



NCIPHER SECURITY
IS AN ENTRUST COMPANY

Global Support Terms and Conditions

These Global Support Terms and Conditions forms part of the Agreement, which together set forth the legally binding rights and obligations of Customer and Entrust with respect to support and maintenance services together with the provision of a helpdesk, repairs and replacements, failure resolution, workarounds and updates for Products purchased or licensed by Customer pursuant to the Agreement (defined below).

The Agreement shall be deemed to incorporate and apply in full to these Global Support Terms and Conditions. Customer consents to be bound by these Global Support Terms and Conditions by: (i) entering into any Agreement; (ii) by contacting the Support Help Center (as defined below), whether by phone, email or through the web portal; (iii) by registering any product; (iv) by receiving, downloading or deploying any Product furnished in connection with Support; or (v) by otherwise receiving or taking advantage of the Support offered or in any other way expressing agreement to these Global Support Terms and Conditions.

Capitalized terms not defined herein shall have the meanings given to them elsewhere in the Agreement:

GENERAL

1) DEFINITIONS

“Agreement” means the agreement which applies to the use by the Customer of the Products and Services as defined in the Entrust’s Worldwide General Terms and Conditions.

“Authorized Partner” means any of Entrust’s authorized distributors, resellers or other business partners.

“Business Day” means either (a) in the United Kingdom from 08:30 AM to 05:00 PM, Monday to Friday excluding Saturdays, Sundays and public holidays; or (b) in Hong Kong from 09:00 AM to 05:00 PM, Monday to Friday excluding Saturdays, Sundays and public holidays; or (c) in the State of Florida, USA from 09:00 AM to 09:00 PM, Monday to Friday excluding Saturdays, Sundays and public holidays.

“Customer” means the entity which has purchased Products either directly from Entrust or through an Authorized Partner.

“Documentation” means any user manuals, operating manuals, technical manuals, handbooks, installation guides, design documents and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality, structure, installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Products.

“EULA” means the End User License Agreement accompanying the Software, as amended from time to time by Entrust. The EULA may be included with the Software media packaging or provided to Customer during the installation or use of the Software.

“Failures” means any reproducible defect in the Software or Hardware that causes the Software or Hardware to fail to perform substantially in accordance with the Documentation.

“Hardware” means, individually or collectively, hardware equipment designed or manufactured by Entrust ordered by Customer and set forth in an Order Acknowledgment. Hardware may be modified by Entrust from time to time in its sole discretion as new Products become available or Products are removed as obsolete.

“Order Acknowledgement” means the written (electronic or otherwise) confirmation notice that Entrust issues confirming Products and Support purchased by Customer (either directly from Entrust or indirectly through an Authorized Partner), including without limitation applicable Support Level and Support Period.

“Party or Parties” means the parties to the Agreement.

“Product(s)” means Entrust’s Software and Hardware products specified in the Order Acknowledgement with respect to which Customer has purchased Support for the Support Period.

“Resolution” means a bug fix, correction, patch, workaround or modified release of the Software or Documentation provided to Customer by Entrust to resolve a Failure.

“Software” means software designed by Entrust in executable code ordered by Customer and set forth in an Order Acknowledgment. Software includes and is limited to firmware installed on the Hardware, all new versions, new releases and any updates, upgrades or new or updated features, functionality or enhancements, or error correction to the Software that the Customer is authorized to receive pursuant to the applicable Support Service subscribed to by the Customer.

“Support” means the provision of technical support for the Products purchased by Customer either from Entrust or an Authorized Partner subject to the Support Level and Support Options purchased by Customer set forth in the Order Acknowledgment.

“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>.

“Support Level” means the description for the particular level of Support referred to in the Order Acknowledgment that Entrust has agreed to make available to Customer.

“Support Options” means the description for the particular Support option referred to in the Order Acknowledgment that Entrust has agreed to make available to Customer.

“Support Period” means the effective time period for which Customer has purchased Support that is confirmed by Entrust in an Order Acknowledgment.

“Updates” means any updates or enhancements to the Products that receive continuous Support.

“Welcome Pack” means the guide to using Entrust technical support services provided by Entrust to the Customer, which may be updated from time to time by Entrust.

“Worldwide General Terms and Conditions” means the terms and conditions published at <https://www.entrust.com/-/media/documentation/licensingandagreements/ncipher-security-worldwide-general-terms-and-conditions.pdf>.

2) PROVISION OF SUPPORT

Subject to Customer's timely payment of all fees owed to Entrust or Authorized Partner, Entrust will provide Support to Customer during the Support Period at the Support Level and pursuant to the Support Options that have been purchased and paid by Customer and confirmed in an Order Acknowledgment.

3) SUPPORT PERIOD, EXPIRED SUPPORT AND SUPPORT RENEWAL

- a. The Support Period shall commence and end as of the dates set forth in the Order Acknowledgment, unless terminated by Customer or Entrust pursuant to any applicable provisions of the Agreement.
- b. In the event of termination of Support, Customer shall not be entitled to any refund for any unused portion of the fees or charges paid for Support.
- c. Entrust will notify Customer thirty (30) days in advance of the expiration of each Support Period of any increase in Support fees. If Customer does not agree to the Support fee increase by issuing an order prior to expiration of the current term, Support will not renew and Entrust shall have no further obligation to provide any Support to Customer.
- d. In the event Support expires or is otherwise terminated: (i) any reinstatement of Support shall be purchased to cover the lapsed Support since expiration or cancellation and must be renewed until the Support 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 Products to which the Support applies are functioning correctly.
- e. These Support Terms and Conditions shall automatically update to Entrust's then-current Support Terms and Conditions upon any renewal of Support.

4) SUPPORTED VERSIONS AND END OF LIFE

- a. Unless otherwise specified by Entrust, the provision of Support is limited to: (a) the current version; and (b) the immediately preceding version of the Product. The Entrust 'End-of-Life' policy and information defining currently supported versions is available on request from Entrust Technical Support.
- b. Entrust will use commercially reasonable efforts to meet the response times in the Welcome Pack and herein. 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.

5) HARDWARE SUPPORT

a. SUPPORT LEVEL AND OPTION

i) REPAIR REPLACEMENT OPTION (STANDARD SUPPORT)

If, for the Support Period, the Support Level 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 a Product set forth in the Order Acknowledgement and supplied by Entrust or its Authorized Partners has experienced a Failure which is covered by Support pursuant hereto. Entrust will ship the repaired or replacement unit within fifteen (15) Business Days after receipt at Entrust offices of the unit that has experienced a Failure.

ii) ADVANCE REPLACEMENT OPTION (PREMIUM AND PREMIUM PLUS SUPPORT)

If, for the Support Period, the Support Level purchased by Customer includes the Advanced Replacement option, Entrust will ship a replacement unit by the end of the next Business Day following receipt of Customer's report and acknowledgement by Entrust that a Product set forth in the Order Acknowledgement and supplied by Entrust or its Authorized Partners has experienced a Failure which is covered by Support pursuant hereto.

iii) RAPID DELIVERY FOR UK MAINLAND AND ON-SITE SPARE SERVICE OPTIONS

If, for the Support Period, Customer has purchased the 'Rapid Delivery' (available for UK mainland only) or the 'On-Site Spare' Support Options, Entrust will, within four (4) operational hours of notification that a Hardware unit covered by Rapid Delivery support has experienced a Failure and requires replacement, dispatch a support engineer with a replacement hardware unit. The Rapid Delivery Support Option is operational during Business Days only. For the On-Site Spare Support 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 Failure 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 Support or the On-Site Spare Support 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 Support Option it shall be accountable for immediately notifying Entrust's Technical Support 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 Support and On-Site Spare Support Option services do not include the installation and nor does it include the removal of the Hardware units.

b. HARDWARE RETURN MATERIAL AUTHORIZATION POLICY

- i) Prior to returning any Product to Entrust for repair or replacement, Customer must ensure that: (i) the Product 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; (ii) Customer has obtained a return material authorization ("RMA") from Entrust, including a return material authorization Number; and (iii) it has complied with all applicable export and import control requirements.
- ii) All returns must comply with Entrust's RMA instructions. If Customer does not follow Entrust' RMA policy, Entrust may invoice Customer the full costs of returning the Products.

- iii) Customer shall be responsible for the removal and return of the Product that has experienced a Failure and the installation of the replacement Product unless the Purchaser has purchased the Rapid Delivery or the 24x7 Rapid Delivery Support Options with respect to such Product. Failure to ship the original Product back to Entrust within fourteen (14) days of receipt of the replacement Product shall cause Customer to be responsible for the retail purchase of the replacement Product.
- iv) In all cases, if Entrust, after inspection, concludes, in its absolute discretion, that a Product returned or replaced by Customer has not experienced a Failure or falls outside the scope of Support pursuant hereto, Entrust shall ship the unit back to Customer and Entrust shall have the right to claim the costs plus fifteen per cent (15%) from Customer of such return and the investigation.

c. **HARDWARE UPGRADES**

Customer recognizes and acknowledges that as a replacement 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 unit may not be immediately compatible with Customer's operating environment such as to require Customer to make adjustments to its operating environment.

6) **SOFTWARE SUPPORT**

a. **FIRMWARE OR SOFTWARE SUPPORT SERVICES**

Entrust will provide during the Support Period the following Support to Customer in relation to Software:

- (i) Use commercially reasonable efforts to investigate and find a Resolution to Failures reported by Customer and confirmed by Entrust in accordance with the priority level assigned to the Failure by Entrust in its reasonable discretion. Customer agrees that Entrust may determine in its sole discretion that the only Resolution may be by upgrading to the most recent version of Entrust's Hardware or Software;
- (ii) Updating of the Documentation as and when necessary;
- (iii) The provision of generally available maintenance Software and Software release notes;
- (iv) The provision, free of charge, during the Support Period, of generally available maintenance Updates to the supported versions of the Software as and when available.

Customer shall promptly download, distribute and install all Software Updates as released by Entrust during the Support Period. Customer acknowledges that any failure to do so could result in Customer's inability to receive Support. Certain Updates may require a Hardware upgrade to function properly.

b. **HOT FIXES OR PATCHES**

Entrust may periodically make available a Software correction or patch that is intended to address specific Customer problems or issues. Such Software corrections, updates or patches shall be designated by Entrust as "Hot Fixes". Customer acknowledges that the Hot Fix is not subject to Entrust's full quality assessment and review process and that Customer must undertake testing to determine suitability for use. Entrust does not guarantee that the Hot Fix will be compatible with the Hardware purchased by Customer.

7) **EXCLUSIONS AND DISCLAIMERS**

a. **CONDITIONS VOIDING SUPPORT**

For the avoidance of doubt, Entrust will have no obligation to provide Support for any conditions attributable to:

- i) use of the Products other than authorized under the Agreement or in accordance with Entrust's official specifications as found in the Documentation;
- ii) any accident, unusual physical, electrical or electromagnetic stress, neglect, misuse, fault or negligence of Customer, its employees, agents, contractors or visitors, operator error;

- iii) modifications, alteration or repairs made to the Product by a party other than Entrust or a party authorized by Entrust;
- iv) failure by Customer to provide a suitable environment and operating conditions or by any other cause external to the Product or otherwise beyond Entrust's reasonable control, including any extreme power surge or failure or electromagnetic field;
- v) any customizable deliverables created by Entrust or third-party service providers specifically for Customer as part of professional services;
- vi) installation, operation or maintenance of the Products not in accordance with the instructions supplied by Entrust, including but not limited to, installation, operation or maintenance of the Products on any hardware, operating system or tools (including their specific configurations) that are not compatible with the Products, as made available on Entrust's helpdesk;
- vii) use of the Software or Hardware with other hardware, software or telecommunication interfaces other than those supplied or approved by Entrust or not meeting or not maintained in accordance with Entrust's specifications as described in the Documentation, unless Entrust has specifically agreed in writing to include such modifications within the scope of the Support; or
- viii) power, air conditioning or humidity controls, or to failures of storage media not furnished by Entrust or for consumable operating supplies or accessories unless specifically included in the Agreement.

b. OTHER EXCLUSIONS

In addition, Entrust shall have no obligations to:

- i) Import or export any data, create or modify custom business roles or reports, or support custom modification to databases, active server pages or other code, components or programs;
- ii) Supply personnel to Customer's premises other than for delivery in accordance with the Rapid Delivery or 24x7 Rapid Delivery Support Option; or
- iii) Provide software development or coding assistance or use of software developer tool kits to create or develop applications.

c. ADDITIONAL COSTS

- i) To the extent Entrust reasonably determines that a Failure is caused by any condition that is not covered by Support pursuant hereto, Entrust may charge Customer Entrust's then current hourly fees and costs associated with diagnosing and repairing such Failure.
- ii) In the event the Parties agree to supply Entrust personnel to Customer's premises other than for delivery in accordance with the Rapid Delivery or 24x7 Rapid Delivery Support Options, Entrust shall charge Entrust's then current rates for visits to Customer's premises by Entrust's engineers. For the avoidance of doubt Entrust's rates do not include travel, hotel or subsistence expenses or the cost of materials and external services incurred in providing the Support. These amounts shall be charged at cost. Support does not include the supply of operating supplies, accessories or consumable items.

8) CUSTOMER OBLIGATIONS

a. GENERAL

The Customer shall:

- i) Promptly report any identified failure to Entrust by logging in 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 Failure, in compliance with its information security responsibilities set forth below, and by providing:

- Product Serial number;
 - A description of the Failure and the circumstances in which it occurred;
 - Information on the supported Product, e.g. software version, license number, environment etc.;
 - Diagnostic information (logs, debugs); and
 - An assessment of the severity of the Failure in terms of operational impact;
- ii) 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 communications;
 - iii) Use the Product in accordance with the Documentation and promptly and regularly carry out all operator maintenance routines as and where specified;
 - iv) Use with the Product operating supplies and media which comply with Entrust's recommendations;
 - v) 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;
 - vi) Keep adequate back-up copies of the Product 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;
 - vii) Maintain consistently the environmental conditions recommended by Entrust;
 - viii) Permit the Products to be used or operated only by properly qualified operators directly under Customer's control; and
 - ix) 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 Failure corrections and Updates to be unusable. Entrust shall accept no liability for the performance of the Software in respect of Software that has not been installed in accordance with Entrust's installation instructions.

b. ACCESS

- i) In the event that Entrust agrees to send an engineer to Customer's site, Customer shall permit reasonable access to the Product(s) for the purpose of carrying out the Support and shall make available suitable staff, telecommunications facilities and 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. The Customer shall provide the Companies personnel access to the Product in a place, which conforms to the health and safety regulations of the country where the Companies personnel is to perform such Support.
- ii) It is the understanding of the Parties, and a condition of these Support Terms and Conditions, that Entrust will not require access to any Customer data other than basic contact information from select Customer representatives to provide Support and Customer shall take appropriate precautions to prevent any transfer of any unnecessary Customer data to Entrust.

9) ON-SITE WORK

In the event of Entrust's employees or agents being on Customer's premises Entrust shall instruct them:

- a. To take reasonable steps to minimize interference with and inconvenience to Customer's business;
- b. At all times to comply with the health and safety and all other relevant rules and regulations applicable to such premises that have been notified to those employees or agents; and
- c. Not to access Customer data.

10) NON-SOLICITATION

The Customer undertakes during the term of the Support Period and for one (1) year after its termination not to solicit, hire, employ or offer employment, directly or indirectly through its affiliates, to any of Entrust's employees who has been engaged in providing Support pursuant hereto without Entrust's prior written consent; provided, however, that nothing herein shall preclude the hiring of any such individual who: (i) responds to general solicitation of employment through an advertisement not directed at such employees of Entrust; (ii) contacts Customer on his or her own initiative and without any direct solicitation by Customer; or (iii) has terminated employment with Entrust prior to commencement of solicitation of such employee by Customer.

11) SYSTEMS AND SECURITY OBLIGATIONS

- a. Entrust employs security measures in accordance with its privacy and security policies.
- b. Entrust's helpdesk system uses a third party cloud solution. By using the Support, Customer authorizes Entrust to store Customer's emails and any attached files within the helpdesk in the cloud. Customers will receive the benefit of added protection for its data against unauthorized access by virtue of this system, which uses industry best practice AES 256 encryption.
- c. Telephone calls made to, or received from, Entrust's support team may be recorded for training or analysis purposes. In addition to the information supplied by Customer during a support incident, and to enable operation of the Support, Entrust will record limited information about end users and other companies using the Support. This includes:
 - o Contact email addresses;
 - o Contact telephone numbers;
 - o Business addresses; and
 - o Product serial numbers affected.

12) CUSTOMER CONTROL AND RESPONSIBILITY

The Customer has and will retain sole responsibility for:

- a. All information, instructions and materials provided by or on behalf of Customer or any authorized user in connection with the Support;
- b. Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**");
- c. The security and use of Customer's and its authorized users' access credentials; and
- d. All access to and use of the Support and Products directly or indirectly by or through Customer Systems or its or its authorized users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.