

Entrust KeyControl as a Service Schedule

The Agreement for the Entrust KeyControl as a Service Offering (“KCaaS”) is made up of these terms and conditions (the “KCaaS Schedule”), the Entrust General Terms and Conditions (“General Terms”) available at <https://www.entrust.com/general-terms.pdf>, and an Order for KCaaS. 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 KCAAS. THE CONTINUED RIGHT TO ACCESS AND USE KCAAS 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.

- 1.1. “Administration Information” means information in and related to Customer’s Management Account and information generated by Customer’s usage of the Hosted Service, such as Customer’s access credentials, contact information for Administrators (as defined in Section 4.1 (*Administrators*)), and license entitlements.
- 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 Content” means any data, text, or other content that Customer transfers to Entrust for processing, storage, and/or hosting by the Hosted Service, including, without limitation, encryption keys, secrets, credentials, account details, Customer defined or developed content, as well as any computational results that Customer derives from the foregoing through its use of the Hosted Service and includes Administration Information. Service Data shall not be included in Customer Content.
- 1.4. “Customer Enrollment Form” means the Entrust online or written KCaaS enrollment form signed and completed by Customer and confirmed by Entrust.
- 1.5. “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.
- 1.6. “Enrollment Services” means the initial set of activities carried out by Entrust to enroll Customer and enable deployment of the Hosted Service, as further described in Section 3.12 (*Enrollment Services*).
- 1.7. “Hosted Service” means, in this KCaaS Schedule, the Entrust KeyControl as a Service cloud-

based offering and includes a minimum of one instance of KeyControl Compliance Manager and one instance of KeyControl Vault.

- 1.8. "Management Account" means a self-service administration tool hosted by Entrust that identifies Customer by its full legal name in the "Customer Name" field, chosen username and Order number, tracks Customer's entitlements with respect to the Hosted Service and enables Customer, as applicable in accordance with its entitlements, to manage the Hosted Service components and functions.
- 1.9. "Service Data" means any information and data relating to the access, use, and/or performance of the Hosted Service, including data generated in connection with Customer's use of the Hosted Service (e.g., analytics data, statistics data and performance data). Service Data does not include Customer Content or Personal Data.
- 1.10. "User" has the meaning set out in the General Terms, and in this KCaaS Schedule, includes Customer's Affiliates, any Administrators (as defined in Section 3.7), as well as any person who is a designated manager or user of the cryptographic keys, certificates, secrets, or other security objects issued, stored, or managed through the Hosted Service.

2. **Hosted Service.**

- 2.1. Grant of Rights. Customer receives no rights to the Hosted Service other than those specifically granted in this Section 2.1 (*Grant of Rights*).
 - 2.1.1. General. Subject to Customer's compliance with the Agreement, Entrust grants Customer, during the Offering Term, a personal, worldwide, non-exclusive, non-transferable, non-sub-licensable right to access and use the Hosted Service, and to grant its Users the ability to access and use the Hosted Service, in each case (a) in accordance with this KCaaS Schedule; (b) in accordance with the Documentation; (c) the information and specifications set out in the Customer Enrollment Form (as may be modified by mutual written agreement of the parties); (d) in accordance with any specifications or limitations set out in the Order or imposed by technological means (such as a license code provided by Entrust) of the capabilities of the Hosted Service that Customer is permitted to use, such as limits associated with subscription levels, identities, Users, signatures or Devices, and on types of deployment (e.g. high availability, test or disaster recovery); and (e) subject to the general restrictions set out in Section 6.2 of the General Terms (*General Restrictions*).
 - 2.1.2. Service Levels. Entrust's service level commitments for the Hosted Service, as may be modified from time to time, as set out in Attachment 1.
 - 2.1.3. Hosted Service Revisions. Entrust may modify Hosted Service features and functionality at any time. Additionally, Entrust may add, reduce, eliminate or revise service levels at any time where a third-party service level agreement applicable to the Hosted Service has been changed. Where any such change will cause a material detrimental impact on Customer, Entrust will take commercially reasonable efforts to provide Customer sixty (60) days prior written notice (email or posting notice on Entrust's website constitutes written notice). It will be Customer's responsibility to notify its Users of any such changes.
 - 2.1.4. Software. If Entrust provides any Software in connection with the Hosted Service, the Schedule provided with the Software will apply (and not this KCaaS Schedule). If no more specific Schedule is provided with the Software, the Schedule for the Software is the end user license available at <https://www.entrust.com/end-user-license.pdf>.

- 2.2. Professional Services. Entrust may provide set-up support and/or other Professional Services for some deployments of the Hosted Service, as specified in an Order, in which case the Professional Services will be provided in accordance with the applicable Order, the General Terms, and, if applicable, a Schedule describing the bundle of Professional Services purchased.
 - 2.3. Documentation. Entrust grants Customer a personal, worldwide, non-exclusive, non-transferable, non-sub-licensable right to use, and create a reasonable number of copies of, the Documentation solely as necessary to support Customer's access to and use of the Hosted Service. Each permitted copy of all or part of the Documentation must include all copyright notices, restricted rights legends, proprietary markings, exactly as they appear on the copy delivered by Entrust or downloaded or otherwise accessed by Customer.
 - 2.4. Support. Entrust provides the support commitments set out in the Support Schedule available at <https://www.entrust.com/-/media/documentation/licensingandagreements/dps-support-schedule-lq.pdf> for the Hosted Service.
3. **Customer Roles and Responsibilities.** Customer will be responsible for the following with respect to KCaaS (including the Enrollment Services):
- 3.1. Signing and completion of the Customer Enrollment Form;
 - 3.2. Using the Customer Change Request Form to make any change requests to Customer's post-deployment of the Hosted Service.
 - 3.3. Identifying primary and alternate points of contact within Customer's organization (including, without limitation, as set out in Customer Enrollment Form);
 - 3.4. Co-operating with Entrust in all matters, making available to Entrust any information or data as Entrust may reasonably require, and ensuring that all such information or data is complete and accurate in all material respects;
 - 3.5. Making available on a timely basis Customer staff with specific knowledge of the KCaaS deployment to engage as required by Entrust staff (e.g., answering technical and other questions, attending meetings, providing sign-off, etc., all within reasonable timeframes);
 - 3.6. Administrators. Customer exercises its rights and obligations with respect to the Hosted Service through individuals that the Customer appoints at its discretion ("Administrators"). The names of the initial Administrators appointed by Customer, along with their set permissions, will be provided to Entrust during enrollment. Each Administrator will have the ability to appoint and set permissions for additional Administrators. Customer agrees that it is responsible for the supervision of its Administrators and that Entrust is entitled to rely on instructions provided by the Administrators with respect to the Hosted Service as if such instructions were provided by the Customer itself.
 - 3.7. Customer-hosted Components. If Customer's Order for the Hosted Service includes on-premises Software components, or if Customer uses any third party products or services in connection with the Hosted Service (collectively, "Customer-hosted Products") Customer will be responsible for the lifecycle management (patching, upgrades, etc.) of such Customer-hosted Products and the security of the environment where it installs and uses such Customer-hosted Products. Customer will implement commercially reasonable security measures with respect to the Customer-hosted Products and the environment where they are installed. Without limiting the foregoing, Customer will: (i) operate the Customer-hosted Products in an environment with appropriate physical, personnel, and electronic security measures; and (iii) for any Customer-hosted Products that are or include software, always use the current version of such software and promptly install any security patches and any upgrades/updates required for proper functioning of all features of the Hosted Service. Customer understands its failure to comply with this Section could create a

security risk and/or otherwise negatively impact the operation of the Hosted Service and Entrust may have the right to suspend the Hosted Service in accordance with Section 10 (*Suspension or Termination by Entrust*) to mitigate such risks or impacts. In addition, Customer may not be able to access new features or functions of the Hosted Service if it does not comply with this Section.

- 3.8. Network Requirements. Customer is responsible for procuring, maintaining, monitoring, and supporting its communications infrastructure, network (LAN or WAN), and all components that connect to the Hosted Service, and any components identified as being on Customer's site or environment in the Documentation. Entrust assumes no responsibility for the reliability or performance of any connections as described in this paragraph for any such external infrastructure, nor for any service degradation or failures caused by network connectivity of such external infrastructure.
- 3.9. Unauthorized Access. Customer will take reasonable steps to prevent unauthorized access to the Hosted Service, including, without limitation, by securing, protecting, and maintaining the confidentiality of its access credentials and any access credentials issued to its Users. Customer is responsible for any access to and use of the Hosted Service via Customer's Management Account and for all activity that occurs in Customer's Management Account. 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.
- 3.10. Users; Configuration and Security Measures. Customer will (i) only permit Users access to and use of the Hosted Service in combination with Customer's products or systems; (ii) prohibit any User from decompiling, reverse engineering or modifying the Hosted Service (except as and only to the extent any foregoing restriction is prohibited by applicable laws, rules, or regulations); (iii) make no representations or warranties regarding the Hosted Service to Users for or on behalf of Entrust; (iv) not create or purport to create any obligations or liabilities on or for Entrust regarding the Hosted Service. Customer is also responsible and liable for: (a) account usernames, passwords and access tokens; (b) the configuration of the Hosted Service to meet its own and its Users' requirements; (c) Customer Content and any other data uploaded to the Hosted Service through the Management Account or otherwise by Customer or its Users; (d) Customer's or its Users' access to and use of the Hosted Service; (e) any access to and use of the Hosted Service through the Management Account; and (f) 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.
- 3.11. Enrollment Services. The Customer Enrollment Form shall be completed and signed by Customer, and approved by Entrust, prior to Entrust commencing any activities relating to Customer's KCaaS deployment. Any changes to the Customer Enrollment Form initially completed and signed by Customer and confirmed by Entrust, shall be subject to a formal amendment which must be confirmed in 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 KCaaS in accordance with the information and specifications set out in the Customer Enrollment Form. Such activities shall be subject to the following:
 - 3.11.1. Unless otherwise set out in an Order (and subject to Entrust applicable standard terms and conditions), any Customer-side Entrust or third-party components required in connection with KCaaS (including provision, installation, and/or configuration thereof), are out of scope the Enrollment Services.
 - 3.11.2. KCaaS is subject to the following assumptions and limitations:
 - 3.11.2.1. No visits to Customer premises or other travel are included with the Enrollment Services. Any on premises services would be subject to a separate professional services

agreement or statement of work with Entrust;

3.11.2.2. Customer will provide its own network connectivity to the service environment; and

3.11.2.3. Customer will support, troubleshoot, or monitor its communications infrastructure and components, network (LAN or WAN) for the purposes of problem resolution.

3.11.3. Any deliverables provided by Entrust as part of the Enrollment Services are not “works for hire”. All right, title, and interest in, to and under any intellectual property rights conceived, created, embodied, developed, or reduced to practice by Entrust in the course of providing the Enrollment Services shall vest in and be owned by Entrust and shall be deemed to be the Confidential Information of Entrust. Except as explicitly provided herein, no other license is granted under any intellectual property rights.

3.11.4. Nothing in this Agreement shall prevent Entrust or its Affiliates from providing to a third party the same or similar services as those provided to the Customer as part of the Enrollment Services.

3.11.5. Following deployment of KCaaS, any Customer request for changes to the information and specifications of Customer’s deployment shall (i) require Customer to complete a Customer Change Request Form; and (ii) be subject to mutual written agreement between the parties and may involve additional fees.

3.12. **Customer Default.** If Entrust’s performance of any of its obligations in relation to this Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligations, including, without limitation, those set out in Section 3 (*Customer Roles and Responsibilities*) including, without limitation, those in Section 3.12 (*Enrollment Services*) (each instance a “Customer Default”):

3.12.1. without limiting or affecting any other right or remedy available to it, Entrust shall have the right to suspend performance of the Enrollment 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;

3.12.2. 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;

3.12.3. Customer shall reimburse Entrust for any costs or losses sustained or incurred by Entrust to the extent these arise from the Customer Default;

3.12.4. Customer shall not be entitled to any reduction in or reimbursement of Fees arising from Customer’s failure or delay to perform any of its obligations as set out herein; and

3.12.5. Customer shall not be entitled to dispute/withhold payment of Entrust invoice for any reasons related to Customer Default.

4. **Customer Content.**

4.1. **Customer Content and Administration Information.** Entrust agrees to access and use the Customer Content only to the extent necessary to provide the Hosted Service, and as necessary to comply with law or a binding order of a government body. Notwithstanding the forgoing, Administration Information may be processed for the purposes of billing, providing Support and to investigate fraud, abuse or violations of this Agreement in the United States, Canada and other locations where Entrust maintains its support and investigation personnel.

- 4.2. **Cloud Risks.** Customer understands that KCaaS is a cloud-hosted service. Although Customer Content may be encrypted, Customer acknowledges that there are inherent risks in storing, transferring and otherwise processing data in the cloud, and that Entrust will have no liability to Customer for any unavailability of the Hosted Service except as expressly provided in this KCaaS Schedule, or for any damage, theft, unauthorized access, compromise, alteration, or loss occurring to Customer Content or any data stored in, transferred to or from, or otherwise processed by the Hosted Service, including in transit.
- 4.3. **Consents.** Customer represents and warrants that Customer will have obtained any requisite rights and consents and made any requisite disclosures to relevant Users or other third parties, in accordance with all applicable laws, rules or regulations, to enable Customer to transfer the Customer Content to Entrust. Customer hereby grants Entrust (including any of its applicable Affiliates, subcontractors or hosting service providers) all rights and consents required for the collection, use, and disclosure of the Customer Content in accordance with the Agreement. Customer shall be responsible for the accuracy, quality and legality of Customer Content and the means by which Customer acquired them.
- 4.4. **Non-Disclosure.** For the purposes of this KCaaS Schedule, the definition of “Confidential Information” in the General Terms excludes any Customer Content. Except as otherwise provided in Section 4 (*Customer Content*) or in the Agreement, Entrust shall not disclose to any third party any Customer Content or Service Data that Entrust obtains in its provision of the Hosted Service. However, Entrust may make such information available (i) to courts, law enforcement agencies or other third parties (including release in response to civil discovery) upon receipt of a court order or subpoena or upon the advice of Entrust’s legal counsel, (ii) to law enforcement officials and others for the purpose of investigating suspected fraud, misrepresentation, unauthorized access, or potential illegal activity by Customer in the opinion of Entrust and (iii) to third parties as may be necessary for Entrust to perform its responsibilities under this Agreement.
5. **Indemnification.** In addition to the indemnification obligations in the General Terms, Customer shall defend, indemnify and hold harmless Entrust, its Affiliates and licensors, and each of their respective employees, officers, directors, and representatives against any and all third party claims, demands, suits or proceedings, fines, costs, damages, losses, settlement fees, expenses (including investigation costs and attorney fees and disbursements) arising out of or related to any a violation of applicable law by Customer (and additional “Customer Indemnified Claim” as such term is used in the General Terms).
6. **Fees.** Customer will pay the costs and fees for the Hosted Service as set out in the applicable Order, which are payable in accordance with the Order and the General Terms.
7. **Term and Termination.**
- 7.1. **Term.** The Hosted Service is sold on a subscription basis for the Offering Term set out in the applicable Order. All subscriptions are non-cancellable and non-refundable.
- 7.2. **Termination.** In addition to the termination rights in the General Terms, Entrust may terminate the Agreement for the Hosted Service (i) if Customer commits a material breach of this KCaaS Schedule and fails to remedy such material breach within thirty (30) days (or such longer period as Entrust may approve in writing) after delivery of the breach notice; and (ii) for any reason by providing Customer advance notice of at least one (1) year, unless Entrust discontinues the general commercial availability of the Hosted Service, in which case Entrust may terminate the Agreement upon one hundred and eighty (180) days’ notice to Customer.
8. **Suspension.** In the event that Entrust suspects any breach of the Agreement by Customer and/or Users, Entrust may suspend Customer’s, and/or such Users’ access to and use of the Hosted Service without advanced notice, in addition to such other remedies as Entrust may have pursuant to the Agreement. Nothing in the Agreement requires that Entrust take any action against any Customer, User or other third

party for violating the Agreement, but Entrust is free to take any such action at its sole discretion.

9. **Open Source Software and Third Party Products.**

9.1. Open Source. Versions of certain third-party open source software (including libraries and redistributable files) may be embedded in, delivered with or automatically downloaded as part of any Software ("Ancillary Software"). The Ancillary Software is subject to the applicable separate open source license agreement(s) pertaining to the Ancillary Software, which shall be provided with the Software or otherwise made available by Entrust. The complete list of Ancillary Software (not the Ancillary Software itself) shall be deemed Entrust Confidential Information.

9.2. Third Party Products and Services. Certain third-party hardware, software and services may be resold, distributed, provided or otherwise made available by Entrust through or in connection with the Hosted Service ("Third Party Vendor Products"). Except as expressly stated in this KCaaS Schedule, Entrust has no obligation and excludes all liability with respect to Third Party Vendor Products, the use of which shall be exclusively subject to the third party vendor's terms, conditions and policy documents ("Vendor Terms") accompanying, embedded in, or delivered with the Third Party Vendor Products, or otherwise made available by the third party vendor.

10. **Publicity.** Customer agrees to participate in Entrust's press announcements, case studies, trade shows, or other marketing reasonably requested by Entrust. During the Term and for thirty (30) days thereafter, Customer grants Entrust the right, free of charge, to use Customer's name and/or logo, worldwide, to identify Customer as such on Entrust's website or other marketing or advertising materials.

Attachment 1

Service Level Agreement (SLA)

1. Service Levels.

1.1. Definitions. Capitalized terms not defined in this Section (Definitions) or otherwise herein have the meanings given to them in the KCaaS Schedule.

1.1.1. **“Downtime”** means, subject to the Exclusions below, an interruption of the Hosted Service of five (5) minutes or more, during which time Customer is unable to access the applicable component(s), or functionality is substantially impaired, due to interruptions or impairments. Downtime does not include unavailability, interruptions, or impairments resulting from: (i) any Maintenance Windows (as defined below); (ii) suspension or termination of KCaaS in accordance with the terms of the Agreement; (iii) implementation of critical/emergency security patches in accordance with a relevant risk/vulnerability assessment; (iv) factors outside of Entrust’s reasonable control, including, without limitation, any Force Majeure events, misconfiguration of the Hosted Service by Customer, changes not approved by Entrust, or Internet accessibility problems beyond Entrust’s ISP environment; and (v) issues arising out of Customer’s or any third party network, software, equipment, or other technology service (collectively the “Exclusions”).

1.1.2. **“Maintenance Windows”** are the time frames during which Entrust may perform scheduled routine system maintenance. The Maintenance Windows will not exceed twelve (12) hours per month. Entrust will use commercially reasonable efforts to provide Customer with two (2) weeks’ advance notice of the Maintenance Windows.

1.1.3. **“Service Level Credit”** means an amount equal to five percent (5%) of the Monthly Fee for the calendar month in which the Service Level Default (as defined below) occurred, where “Monthly Fee” means the subscription fees paid to Entrust by Customer for the Hosted Service divided by the number of months in the applicable subscription term. The total aggregate amount of the Service Level Credit to be issued by Entrust to Customer for all Service Level Defaults that occur in a single Contract Year will be capped at five percent (5%) of the Annual Fee for such Contract Year, where “Annual Fee” means the annual subscription fees paid to Entrust by Customer for KCaaS and “Contract Year” means the period commencing on the effective date set out in the relevant Order and ending twelve (12) months later. Service Level Credits can only be applied against the renewal subscription fees due to Entrust for the Hosted Service and any unused Service Level Credits are forfeited upon termination of the Agreement. To the extent such renewal subscription fees have already been paid by Customer at the time the Service Level Credits have been confirmed by Entrust, Entrust shall pay the Service Level Credits to Customer. The Service Level Credit is Customer’s sole and exclusive remedy for any Service Level Default.

1.1.4. **“Service Level Default”** mean an instance where Entrust has failed to meet any Service Level Target.

1.1.5. **“Uptime”** - is the percentage availability of the Hosted Service calculated as follows: Uptime (%) =

Total minutes in Calendar Month – Total minutes Downtime

Total minutes in Calendar Month

X 100



1.2. Service Level Target; Service Level Credits.

1.2.1. Service Level Target. Entrust will use reasonable commercial efforts to achieve the monthly Service Level Target set out below:

Offering	Target Uptime
KeyControl as a Service	99.0%

1.2.2. Service Level Credits. In order to receive a Service Level Credit, Customer must provide written notice to Entrust no later than thirty (30) days following the end of the subscription period, if Customer believes there has been a Service Level Default. Upon receipt of such notice, Entrust will verify the accuracy of details provided by Customer against its service logs to determine, acting reasonably, whether a Service Level Default has or has not occurred, and will provide details relating to the cause of the Service Level Default to Customer within thirty (30) days from the date of notification. Customer's failure to provide the notice required in this section will disqualify Customer from receiving a Service Level Credit. Customer will be entitled to receive the Service Level Credit for a confirmed Service Level Default.