



Expert By Your Side Professional Services Schedule

The Entrust Expert by Your Side (“EBYS”) Offering provides the Customer with remote consulting services and expertise to support the deployment and configuration of Entrust products.

The Agreement for the EBYS Offering 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. Capitalized terms not defined herein have the meanings given to them in the General Terms.

1. **Scope of Services.**

- 1.1. Scope. For the Offering Term set out in the Order, Entrust will provide Customer with Professional Services consulting to support or assist the Customer in working with Entrust Offerings up to the maximum of the purchased number of remote consulting hours set out in the Order (“EBYS Services”). EBYS Services include assistance to Customer’s resources provided in the form of telephone, remote meetings or email, and include preparation, research and follow-up required to respond to Customer’s requests.
- 1.2. Entrust will assign a project manager (“PM”) who will have overall responsibility for ensuring delivery of the EBYS 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.
- 1.3. Customer will assign a PM 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.
- 1.4. The EBYS Services will be coordinated through the assigned Entrust and Customer PMs. The EBYS Services must be requested and scheduled in advance in accordance with Section 6 (Scheduling) below. The minimum block of time that can be scheduled for EBYS Services is 2 hours. Purchased hours will be consumed for all time spent performing the EBYS Services in minimum increments of 1 hour. Any hours that remain unused at the expiry of the Offering Term will be forfeited.

2. **Deliverables.** There are no specific deliverable(s) associated with the EBYS Services.

3. **Dependencies and Assumptions.** Customer acknowledges and agrees that performance of EBYS Services by Entrust will be subject to the dependencies and assumptions noted below.

- 3.1. Unless agreed by the parties and travel costs are included on the applicable Order, all EBYS Services are to be performed remotely.
- 3.2. Entrust reserves the right to fulfill delivery of the EBYS Services using Entrust employed staff, contractors or sub-contractors with appropriate experience and skills.
- 3.3. 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).
- 3.4. All third party products/components shall be supported by Entrust integrations as set out in the current Entrust product related documentation.
- 3.5. All software shall be deployed on platforms supported by Entrust as set out in the current Entrust product related documentation.
- 3.6. Entrust personnel shall not be made available or placed on stand-by for non-Entrust tasks or



tasks unrelated to the deployment, configuration or operation of Entrust Offerings.

4. **Customer Obligations.** Customer shall be responsible for the timely performance of its obligations under this Schedule, including the following obligations:
 - 4.1. Ensure that it has project staff and subject matter experts with sufficient availability, knowledge and authority to participate in the project as is required by Entrust staff, for example, answering technical questions, availability for meetings, and other general questions as they may arise, and to the extent that the EBYS Services involve deployment or installation activities, to provide system access and otherwise enable or carry out such activities.
 - 4.2. Provide Entrust with such information and materials as Entrust may reasonably require to supply the EBYS Services and ensure that such information is complete and accurate in all material respects.
 - 4.3. Obtain and maintain all necessary licenses, permissions and consents which may be required (for example, licenses to products to be installed/configured) for Entrust to provide the EBYS Services before the date on which the EBYS Services are to start. For Entrust Software, this includes seed files and license strings.
 - 4.4. Complete the initial and appropriate setup of the infrastructure, including hardware procurement, operating system installation and verification, non-Entrust software installation and configuration, network services and connectivity.
 - 4.5. Maintain in place a current subscription for any Entrust Offering that will be the subject of the EBYS Services, including a current support plan.
 - 4.6. Plan and coordinate (in advance of scheduled EBYS Service dates) for required service window(s), if applicable.
 - 4.7. If the EBYS Services include on-site work (i.e. if specifically agreed by the parties and travel costs are included on the applicable Order), Customer will provide on-site working space for the Entrust Professional Services team. Customer shall take all steps reasonably necessary to ensure the health and safety of the employees and subcontractors of Entrust and its Affiliates when such personnel are on Customer sites and Customer shall advise such personnel of the rules and regulations governing their conduct at Customer sites.

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

5. **Out of Scope.**

The following activities/tasks fall outside the scope of the EBYS 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).
- Provision, installation or configuration of third party hardware, software, 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 (e.g. operations guides).
- On-call/stand-by availability.
- Travel or any work on Customer's premises unless otherwise agreed with Customer and travel costs included on applicable Order.
- All Professional Services not specifically identified in this Schedule.

6. **Scheduling.**

- 6.1. The scheduling of the EBYS Services is dependent upon Entrust resource availability and Customer resource availability. Customer PM must work with the Entrust PM to schedule the EBYS Services at least 2 weeks in advance. EBYS Services will be performed between 9:00 a.m. to 5:00 p.m. from Monday to Friday (excluding statutory holidays) in the local time zone of the Entrust consultant delivering the EBYS Services (“Normal Business Hours”), unless specifically requested by Customer’s PM and agreed by Entrust’s PM at Entrust’s discretion. If any of such EBYS Services are scheduled outside of Normal Business Hours, the time applied against the purchased hour allocation will be double the time actually consumed for the request.
- 6.2. Cancellation/Rescheduling by Customer. Requests by Customer to cancel or reschedule a block of EBYS Services 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 time has already been spent by Entrust with respect to the cancelled or rescheduled EBYS Services (e.g. research or preparation for a meeting), this time will be counted as consumed EBYS hours. In addition, if Customer cancels or reschedules the EBYS Services within five (5) business days of the scheduled start date, Entrust reserves the right to deem all or part of the scheduled block of hours as consumed.
- 6.3. Cancellation/Rescheduling By Entrust. In the event of an engagement cancellation or rescheduling by Entrust, no EBYS Services hours will be consumed except for activities already performed that can be applied towards alternative engagement dates.

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

8. **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.

9. **Term and Termination.**

9.1. Term. The EBYS Services are sold on a subscription basis. The Offering Term will commence on the date that the Order is accepted by Entrust and will continue in effect in accordance with the General Terms and the Order.

9.2. 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”):

9.2.1. without limiting or affecting any other right or remedy available to it, Entrust shall have the right to suspend performance (which will not extend the Offering Term) of the EBYS 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;

9.2.2. 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,

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