

IntelliTrust Service Level Agreement

Unless otherwise provided herein, capitalized terms will have the meaning specified in the Entrust Datacard IntelliTrust Terms of Service (“**Agreement**”). Entrust Datacard reserves the right to change the terms of this IntelliTrust Service Level Agreement (“**SLA**”) in accordance with the Agreement.

1. Service Commitment

Entrust Datacard will use commercially reasonable efforts to make the Cloud Components available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during each calendar month (the “**Service Commitment**”). In the event that the Cloud Components do 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 Cloud Components were in the state of Downtime.
- “**Downtime**” means a state during which authorized Users are unable to use the Cloud Components to authenticate their identity in order to gain access to protected assets and applications.
- “**Maintenance Window**” means a time frame during which Entrust Datacard performs scheduled routine system maintenance on the Cloud Components.
- “**Service Level Default**” means an instance when Entrust Datacard’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 Customer’s subscription renewal costs.

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%	15 days

In no event will Customer’s Service Credits for any calendar year exceed 15 days.

4. Credit Request and Payment Procedures

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

1. The words “SLA Credit Request” in the subject line;

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2. The dates and times of the Service Level Default; and
3. Customer logs and test reporting showing the Service Level Default;

If requested by Entrust Datacard, Customer will work with Entrust Datacard to verify the accuracy of the logs and test reports provided to Entrust Datacard so that Entrust Datacard, acting reasonably, may confirm that the Service Level Default occurred. Customer's failure to provide the credit request and/or the information required above will disqualify Customer from receiving a Service Credit.

5. Maintenance Windows

Maintenance Windows will not exceed one (1) hour per month. Entrust Datacard will use commercially reasonable efforts to provide Customer with advance notice of any Maintenance Window.

6. Downtime Exclusions

Downtime does not include any unavailability that results from: (i) suspension or termination of the Service pursuant to Section 12 (Term, Termination & Suspension) of the Agreement; (ii) factors outside of Entrust Datacard's reasonable control, including without limitation, any force majeure event, Internet accessibility problem beyond Entrust Datacard's ISP environment, Customer's network, software, equipment or other technology; (iii) the Licensed Software hosted by Customer; and (iv) any Maintenance Window.