

SAFENET TRUSTED ACCESS SERVICE

SUPPLEMENTAL TERMS AND SERVICE LEVELS ADDENDUM

This Supplemental Terms and Service Levels Addendum ("Addendum") adds certain provisions applicable to the use and resale of SafeNet Trusted Access Services ("STA" or the "Service") pursuant to your agreement with SafeNet ("Agreement"). The terms of the Agreement are hereby incorporated by reference. All capitalized terms used herein and not otherwise defined shall have the meanings given in the Agreement. All terms herein are applicable to STA hosted by SafeNet.

**1. DEFINITIONS FOR SAFENET TRUSTED ACCESS**

- 1.1 "**Access Service**" means an internet based service that validates the credentials of End Users passed to it by the Authentication Node, as further described and limited by clause 2;
- 1.2 "**Active Users**" shall mean End Users who are registered with the Service.
- 1.3 "**Administrator**" means any person you or a Reseller designate to use MAP to provision and support the End Customers in connection with a STA engagement hereunder;
- 1.4 "**A-PoP**" means "Authentication Point of Presence" the designated part of the SafeNet network that communicates with the End Customer's Authentication Node;
- 1.5 "**Authentication Node**" means the End Customer (or your) equipment or application that is configured to receive access requests from End Users and to forward same to SafeNet Trusted Access Service for verification;
- 1.6 "**Billing Total**" shall mean the amount billed for the given month as identified in clause 7.4.
- 1.7 "**Initial Order**" is as defined in this Addendum, clause 7.1;
- 1.8 "**Initial Term**" is as defined in this Addendum, clause 7.1;
- 1.9 "**License Term**" means the Initial License Term plus any renewal term, whether month to month or otherwise.
- 1.10 "**MAP**" means the "**Management Administration Portal**". MAP is an Internet portal that allows the Administrator or Operator, through a web browser, to perform administrative functions including, but not limited to, assigning and de-assigning Security Tokens, as further described and limited by the terms of this Addendum.
- 1.11 "**Minimum Capacity**" shall mean the fixed minimum capacity for the set period of time as set for on the Order.
- 1.12 "**Operator**" means the End Customer Administrator set up by you or a Reseller to perform functions in MAP.
- 1.13 "**SafeNet Trusted Access Service** or "**STA**" or "**Service**" means the Access Service, the MAP and related Products and other services "**Scheduled Start Date**" means the start date of a Service Unit. For the Initial Order this is as defined in this Addendum and for any Supplemental Orders this is as per the relevant Supplemental Order;
- 1.14 "**Security Credentials**" means the one-time password (OTP) produced by the Security Token, password, or PIN used to authenticate to the Service.
- 1.15 "**Security Token**" means a hardware or software-based multi-factor authentication security device used to authenticate to the Service;
- 1.16 "**Service Capacity**" shall mean the total number of End User licenses allocated to the End Customer.
- 1.17 "**Service Levels**" means the standards for SafeNet's performance of the STA as set out in clauses 2 and 3, of this Addendum;
- 1.18 "**Service Unit**" is a component of the Service that has an associated Service Fee. For example, each active Security Token assigned to an End Customer is a Service Unit where the End Customer pays a fee;"
- 1.19 "**STA Hardware Product**" means SafeNet's hardware tokens used in connection

- with STA which may incorporate firmware (such as a key-fob token);
- 1.20 "**STA Product**" means STA Hardware Product and/or STA Software Product.
- 1.21 "**STA Software Product**" means SafeNet's software tokens installed on generic hardware such as a PC, mobile phone or personal digital assistant, and/or SafeNet's software agents in connection with STA.;
- 1.22 "**Supplemental Order**" is as defined in this Addendum, clause 7.2;
- 1.23 "**Usage Total**" shall mean the number of Active Users as identified in clause 7.4.

## 2 **SERVICE LEVELS FOR THE ACCESS SERVICE**

- 2.1 The Access Service will be regarded as "Available" if it is accessible and usable by the End Users.
- 2.2 SafeNet will ensure the Availability of the Access Service for not less than 99.99% of the time, such percentage to be calculated as follows:

$$Availability = \left( \frac{Service\ Cover\ Time - Total\ Unavailability}{Service\ Cover\ time} \right) \times 100$$

where "Service Cover Time" means the number of minutes in a calendar year, and 'Total Unavailability' means, subject to clause 2.3, the total time in minutes (rounded up to the nearest integer) during which the Access Service is not Available during the previous 12 months or since the Scheduled Start Date, whichever period is shorter.

- 2.3 Total Unavailability does not include, and SafeNet is not liable for any failure to provide the Access Service or STA Products in accordance with your Agreement and this Addendum to the extent that the failure by SafeNet arises due to:
- scheduled downtime for maintenance and upgrade purposes up to a maximum of 1 hour in any calendar year. SafeNet will use reasonable efforts to ensure it performs any scheduled maintenance at times convenient to its overall End Customer base and will provide at least 5 working days' prior written notice of scheduled downtime;
  - any failure, other act or omission by you in breach of your obligations under the Agreement and this Addendum;
  - any unlawful or illegal act by you, a Reseller or End Customer;
  - a force majeure event including general internet connectivity (excluding faults on SafeNet's internet connection);
    - pursuant to the pertinent clause of your Agreement or clause 6.1 herein, SafeNet's suspension of access to STA;
    - failed End Customer access requests due to faults or incorrect configuration in networks/equipment owned or managed by you or the End Customer;
    - any failure by an End User to comply with the Rules of Use as set forth in clause 5.8; or
    - End Customer Authentication Node only being configured to liaise with a single A-PoP.
- 2.4 Notwithstanding the above, SafeNet will use reasonable efforts to ensure that:
- A-PoPs have sufficient capacity to service access requests on a 24x7x365 basis; and
  - all access requests are serviced as quickly as possible and in any case within a period of not more than 10 seconds.

## 3 **MAP SERVICE LEVELS**

- 3.1 The MAP will be regarded as "Available" if it is accessible and usable by the Operator.
- 3.2 SafeNet will ensure the Availability of MAP for not less than 99.99% of the time, such percentage to be calculated as follows:

$$Availability = \left( \frac{MAP\ Cover\ Time - MAP\ Unavailability}{MAP\ Cover\ time} \right) \times 100$$

"MAP Cover Time" means the total number of minutes in a calendar year.

"MAP Unavailability" means, subject to clause 3.3, the total time in minutes (rounded up to the nearest whole integer) which the MAP is not accessible by Operator during the previous 12 months or since the Scheduled Start Date, whichever period is shorter.

3.3 MAP Unavailability does not include, and SafeNet is not liable for any failure to provide the MAP in accordance with the terms of your Agreement or this Addendum to the extent that the failure by SafeNet arises due to:

- scheduled downtime for maintenance and upgrade purposes that does not exceed, in the aggregate, 12 hours (with no single incident lasting longer than 2 hours) in any calendar year. SafeNet will make reasonable efforts to ensure downtime is kept to a minimum and is performed at times convenient to its overall End Customer base. SafeNet shall provide at least 5 working days' prior written notice of scheduled downtime;
- a force majeure event including general Internet connectivity (excluding faults on SafeNet's Internet connection);
- any fault, or incorrect configuration, in the networks/equipment owned or managed by you, a Reseller or an End Customer;
- any failure by you to fulfill your obligations under the Agreement, this Addendum or any unlawful or illegal act or omission by you, Reseller, or End Customer; or
- SafeNet's suspension of access to Service based on misuse or breach of the Terms of Service;
- SafeNet acting in accordance with the terms of the Agreement or clause 6.1 herein; or
- any failure by an End Customer or End User to comply with the Rules of Use in Section 5.8.

3.4 Notwithstanding the above, SafeNet will use reasonable efforts to ensure that:

- MAP is available on a 24x7x365 basis; or
- in the event of any degradation or interruption of the MAP, that it is restored to normal operation as soon as possible.

From time to time, SafeNet may change the URL of the MAP and will notify you of any replacement URL as soon as commercially practicable but on not less than 7 days' notice.

## **4 CREDIT ALLOWANCES**

4.1 If one or more of the availability or performance levels set out in clause 2.2 or 3.2 of this Addendum is breached, you may claim a credit allowance of the equivalent of one week's Service (irrespective of the number of users affected) for every day or part thereof in which the Access Service or MAP is not Available beyond the allowable limit subject to the following terms:

- the credit allowance may be used only as a credit against charges for further STA to be provided by SafeNet. Any unused credit allowance will be lost on termination or expiry of the relevant Order and no compensation monetary or otherwise shall be due in respect thereof;
- in no event shall the cumulative credit allowance for a calendar month exceed twenty-five percent (25%) of the your monthly STA fees
  - a credit allowance will only be made available to you where you notify SafeNet of your entitlement within 30 days of the end of the year in question;
- credit allowances will in any event only apply in relation to Authentication Nodes and End Users actually affected by the relevant Access Service outage; and
  - credit allowances will only apply where there are three or more service outages in any calendar month, or any service outage lasts for longer than three minutes (for the Access Service) or five minutes (for MAP).

## **5 YOUR RESPONSIBILITIES**

5.1 You shall comply with, and ensure that Resellers, partners and End Customers (and any administrators performing functions within the Service on behalf of End Customer) agree that delivery and use of the Service is subject to the Terms of Service.

5.2 Unless otherwise agreed in writing by SafeNet, you will take responsibility for (and/or procure that your Reseller or partner take responsibility for):

- setting up all Administrators on MAP;
- configuring the Authentication Node(s) to allow them to communicate with the A-PoP. You are responsible for ensuring configuration of the Authentication Node(s) to

- support both primary and secondary A-PoPs;
  - ensuring each End Customer designates qualified Operators(s) to provide technical support to their End Customers and ensure that End Users communicate with them for all support;
  - deploying STA Products in an efficient manner;
  - ensuring your staff provides SafeNet with the co-operation required for the delivery, maintenance and support of STA.
- 5.3 You will or procure that Reseller will provide SafeNet with current and valid company information for each End Customer in advance of the Scheduled Start Date and keep such data current using MAP. Such data includes but is not limited to: (i) Authentication ID; (ii) End Customer Name; (iii) End Customer address; (iv) name, email address, and telephone number of Operator(s); and (v) name, email address, and telephone number of End Customer Support Services Contact.
- 5.4 You will or procure that Reseller shall use all reasonable efforts to ensure that each End Customer will exercise its reasonable efforts to ensure that its End Users will not: (i) mistreat, damage or open any Security Token or try to reverse-engineer, decompile, disassemble, translate, copy or otherwise alter the Security Token or any of its technology or components; (ii) make or use any copies of any Security Tokens.
- 5.5 You shall or procure that Reseller and End Customer shall use all reasonable efforts to ensure that the right to use STA is limited to Administrators, Operators, and End Customers and that:
- You will ensure End Customers use reasonable efforts to ensure that the secure items that allow Administrators to access the MAP and perform his/her administrative tasks are properly safeguarded and kept confidential;
  - End Customers, Resellers, and End Users comply with any security procedures reasonably notified by SafeNet from time to time;
- 5.6 You shall use reasonable efforts to ensure that STA is not used:
- other than in accordance with the Agreement, this Addendum or with any reasonable instructions given by SafeNet in relation to STA or its operation, delivery or use and ensure that Resellers, End Customers, and End Users follow such instructions;
  - for any unlawful or illegal purpose or in any illegal or unlawful manner;
  - in breach of any license, instruction, guideline or code of practice issued by a regulatory authority with which you, Reseller, End Customer or SafeNet is legally required to comply in relation to the provision of STA, as informed to you by SafeNet from time to time.
- 5.7 You will ensure that End Users have given their express permission for SafeNet to process and store all personal data provided to SafeNet's systems.
- 5.8 **Rules of Use-** You shall ensure that the following token rules of use apply separately to each individual use and shall be agreed by each End Customer on behalf of their token holders ("End Users").
- Use the Security Credentials to identify the individual End User;
  - Strictly safeguard the Security Credentials against loss, damage, and theft;
  - Do not disclose the Security Credentials to anyone including system administrators who are or claim to be representatives of the company providing you the Service ("Provider"), and if anyone requests the Security Credentials for any reason, End User shall report such incident to the Provider;
  - If the Security Token is lost, damaged, or stolen, or if the End User believes the confidentiality of the Security Credentials have been compromised, the End User shall report these incidents immediately to the Provider so that Provider may disable, change or replaced those Service Credentials; and
  - Do not give away, sell, rent or lend the Security Token or Security Credentials to anyone, even if an authorized user of the Service, noting that the End Customer may be charged a replacement fee for the Security Token.
- 5.9 Where SafeNet supplies updates, you agree to install and/or (as applicable) procure

from your partners or Resellers (where applicable) that they and End Users install all such updates in accordance with the reasonable instructions of provided by SafeNet as soon as practicable.

## **6 USE OF SAFENET ACCESS SERVICES**

6.1 SafeNet may at any time suspend the right for you, Reseller, End Customer, Administrator, or Operator to access or use STA, or the operation of a particular Security Token or Authentication Node if:

- SafeNet (on reasonable grounds) believes that this action is necessary to maintain the security or integrity of STA or to prevent its misuse by any person including, but not limited to, a breach of the Terms of Service; and
- SafeNet notifies you or End Customer promptly of any such suspension and reinstates such access immediately and free of charge once it can reasonably be determined that there is no longer any threat to the security or integrity of STA.

6.2 Where the MAP is accessed using any secure items of any Administrator or Operator in accordance with the correct procedure for such access, then SafeNet:

- shall be entitled to treat any order, request or change made as if carried out by the Administrator or Operator and as if fully authorized by the End Customer; and
- shall not be liable for any such order, request or change that has been made or carried out by any unauthorized person unless and until the End Customer has notified SafeNet by disabling the access permissions of the unauthorized user.

6.3 When SafeNet provides tokens as part of the user subscription or license bundle, such tokens may only be used with the Service as provided by SafeNet.

## **7 ORDERING CONDITIONS AND BILLING**

7.1 The Parties will administer the first order for each End Customer as follows:

- You will place the first purchase order for End Customer ("Initial Order") to SafeNet for provisioning of the number and type of Service Units together with consultancy, training, support, fulfilment and other services required for a period of time ("Initial Term").
- On, before or after the Scheduled Start Date SafeNet will raise an invoice to you for the Initial Order.

7.2 The Parties will administer orders placed subsequent to the Initial Order for each End Customer ("Supplemental Orders") as follows:

- You must prepare a Supplemental Order for inclusion into the Agreement as a schedule ("Supplementary Schedule"). Multiple Supplementary Schedules may be incorporated into your Agreement.
- The original start date will determine the date of the start of the additions to the End Customer's Service for billing purposes.
- Supplemental Orders must have the same end date as all existing active orders. This will ensure all End Customers have the same end date to simplify the billing process.

7.3 At SafeNet's initiation, the parties may agree to alternative billing and invoicing arrangements to minimize the administration required for large numbers of End Customers.

7.4 **Usage Based Billing.** Where the Parties agree to usage based billing as identified in the corresponding Initial Order, you shall specify on such order a Minimum Capacity and an Initial Term. During the Initial Term, SafeNet shall invoice you monthly based on the agreed user rate for a month as specified on the Initial Order times the greater of (i) the number of Active Users; or (ii) Minimum Capacity (the "Billing Total"). Once the Initial License Term has expired, usage based billing shall continue month to month and the Billing Total shall be based on the number of Active Users.

- End Customer must meet the following conditions for usage based billing for the duration of License Term: (i) you shall give or secure for SafeNet access to Service with Operator privileges in the Service in order to count Active Users on the 1st of each calendar month and such access is maintained throughout the License Term, or (ii) you shall ensure that the Service is configured to automatically count the number of Active Users on the 1st of each month and email the Usage Total report to SafeNet on the same day. If SafeNet is not provided access to Service and the

Usage Total report is not received by SafeNet, SafeNet shall provide you with fourteen (14) days' notice in which to resolve. If you fail to send a Usage Total report by the 15th day of the calendar month, SafeNet reserves the right to base the Billing Total on the Service Capacity available for the months in which Operator access has not been provided to SafeNet or Usage Total reports have not been received and you agrees to render payment therefor.

- You shall maintain accurate and complete books and records relating to usage based billing and shall retain this information for three (3) years following the termination of the Agreement. Copies of such books and records shall be maintained at your principal place of business. SafeNet, or an independent certified public accountant acting on its behalf, may, upon reasonable notice to you and at a mutually convenient time, conduct an audit of such books and records to confirm the accuracy of reported Active Users. In the event that an audit reveals that Active Users have been underreported, then you shall immediately pay to SafeNet any additional fees due plus interest from the date that the payment was first due until the date on which full payment is made, at a per annum rate of twelve percent (12%) and SafeNet shall have the option of terminating this Addendum. All inspections or audits of your books and records shall be conducted at SafeNet's expense, unless the inspection discloses an underpayment of fees by you of five percent (5%) or more, in which case, you shall bear the cost of the inspection or audit, including, without limitation, reasonable accountants' and attorneys' fees. This clause shall survive termination of the Agreement.
- The terms of this Addendum with respect to usage based billing shall remain in effect so long as End Customer continues to use Service and shall survive any termination of the Agreement (including this Addendum). Should you wish to discontinue usage based billing after the Initial License Term, you shall: (i) provide SafeNet at least thirty (30) days prior written notice specifying the termination date; (b) by the termination date, remove or ensure removal of all users from Service; (c) return any Software; and (d) apply any revised licenses as instructed by SafeNet. If the above conditions have been met, the following month, you shall receive their last usage based billing invoice; otherwise terminations failing to meet the conditions of this clause 5 shall be void and, usage based billing shall continue to apply.
- If SafeNet terminates this Addendum in accordance with the Agreement (including this Addendum), you shall immediately remove all users from the Service, return any Software, and apply any revised licenses as instructed by SafeNet.

## **8 CONTRACT RENEWALS**

8.1 Where hosted by SafeNet, SafeNet will disconnect End Customer's STA Service upon your request. You shall indemnify and hold harmless SafeNet for any third party claims, liabilities, or damages arising out of or in connection with such request.

8.2 Auto-renewals. Where the Service is hosted by SafeNet and is not subject to usage based billing pursuant to Section 7.4, SafeNet will invoice you and you agree to pay for renewals on all existing Service uses (subscriptions or licenses) for a renewal term equal to the Initial Term unless either Party gives the other Party at least thirty (30) days' notice of its intent to non-renew. The fee applicable to the auto-renewal will be the original price paid less any promotional reductions that were available at the time of the initial Order. Notwithstanding anything to the contrary in this clause and/or your Agreement, where hosted by SafeNet, SafeNet will disconnect the Service fifteen (15) days after the due date of the relevant service invoice if payment therefore has not been made.

## **9 SAFENET TECHNICAL SUPPORT**

9.1 SafeNet will provide 4<sup>th</sup> Line Support during normal regional business hours excluding holidays. 4<sup>th</sup> Line support is the highest escalation point prior to the involvement of engineering and executive level resources. SafeNet will only respond to support calls from you. 4<sup>th</sup> Line Support is comprised of the following:

- SafeNet Support not covered under 1<sup>st</sup>, 2<sup>nd</sup>, or 3<sup>rd</sup> Line Support as defined below;
- support in diagnosing repeated errors or trends across a number of incidents;
- escalation of issues to engineering and management; and

- resolution of issues associated with the availability of the Service.
- 9.2 You or Reseller (as agreed between you and Reseller) will provide 3rd Line support as follows:
- resolution of problems related to SafeNet supplied products, Access Service or MAP, excluding issues that relate to first or second line support;
  - providing support related to connection to MAP;
  - providing support related to connection to the Access service; and
    - analysis and reporting of trends across a number of incidents.
- 9.3 You or Reseller (as agreed between you and Reseller) will provide 2<sup>nd</sup> Line support as follows:
- Support calls from the Operator only.
    - identification of problems related to non-SafeNet supplied elements as they apply to any part of the Service Levels provided to the End Customer;
    - further analysis of irresolvable faults for all products for a specific incident;
    - information and instructions to Administrators to manage and support the service using MAP;
    - resolving connectivity issues to the Authentication Node;
    - contacting 3rd Level support provider for any unresolved support requests;
    - analysis and reporting of trends across a number of incidents;
    - all reasonable telephone assistance in the installation of STA Software Product– albeit with limited support if a problem with third-party software or hardware restricts the installation; and
    - all reasonable telephone assistance on the configuration of the Authentication Node.
- 9.4 For the avoidance of doubt, you shall ensure or procure that the Reseller ensure that the Operator is responsible for the following:
- They are the first responder to calls and attempt to solve all problems.
  - They will use all reasonable efforts to resolve all End Customer support requests, but in any case will be responsible for:
    - managing profiles, permissions and other aspects in respect of setting up and maintaining End Users within the system;
    - providing information and instructions to End Customers to enable authentication using the Service;
    - un-locking, resetting and re-synchronizing products;
    - diagnosing and replacing faulty, broken or lost products; and
    - managing the operation of the Authentication Node(s).
  - Contacting the 2<sup>nd</sup> Level support provider for any unresolved support requests.
- 9.5 SafeNet will provide technical support services as follows:
- Emergency priority phone support for Major Loss of Service, 7 days per week, 24 hours per day, including holidays, with typical response times under one hour. “Major Loss of Service” means more than twenty (20) STA Products being repeatedly unable to authenticate, across more than one End User. This definition does not include any problem or erroneous ‘setting’ within the Authentication Node or any other part of you or End Customer’s network.
  - In these circumstances, you shall provide the necessary passwords, protocols and software to permit SafeNet to access the STA Service and applicable third-party software over the Internet. If this procedure does not solve the problem within 4 hours, SafeNet will make available on-site assistance as soon as possible. There will be no charge to you for such emergency on-site assistance, other than reimbursement of reasonable travel, accommodation and out-of-pocket expenses.
  - If you or your Reseller uses SafeNet’s Emergency phone service for incidents that do not fit these circumstances, SafeNet reserves the right to charge you \$100 per incident.
- 9.6 STA Essential Hardware RMA
- STA Essential Hardware are covered by an extensive replacement offer as long as the End Customer has an active account. Except where the failure is caused by the battery, SafeNet will replace any failed tokens.
  - If there are any STA Essential Hardware failures, the End Customer is

asked to collect these in a batches of at least 10. Once a batch of at least 10 failed STA Essential Hardware has been collected, the End Customer may contact support to request an RMA. SafeNet will ship replacement tokens to the End Customer with shipment occurring the next business day after RMA request and approval. There is no need for failed STA Essential Hardware to be returned to SafeNet.

- End Customers based in North America or Europe will receive replacement tokens at no cost. End Customers based outside Europe and North America are required to pay for the cost of shipping (and any local import duties).
- End Customers are strongly advised to hold a small stock of tokens (10 or 12) that are not allocated to users to ensure that they can provide all their users active tokens throughout their usage of the Service.