



Professional Services Offering Schedule

The Agreement for Entrust's Professional Services is made up of this Schedule, the Entrust General Terms and Conditions (["General Terms"](#)) and an Order for Professional Services. Capitalized terms not defined herein have the meanings given to them in the General Terms.

- 1.1. Schedule. The actual start and completion dates of the Professional Services are dependent upon Entrust resource availability and Customer resource availability. Upon agreement by the parties of a start date for the Professional Services and provided that Entrust resources have been confirmed to Customer, in the event Customer cancels or reschedules such Professional Services by notifying Entrust less than five (5) business days prior to the agreed upon start date, Customer will reimburse Entrust for the costs incurred by Entrust due to Customer's cancellation or rescheduling.
- 1.2. Professional Services Hours and Travel. Unless otherwise provided in the Order, the Professional Services will be provided on a time and materials basis. The Order will set out, if and as applicable, the number of hours in a working day, the specialists, their per diem rates, their estimated level of effort and their estimated fees. Fees are calculated to the nearest hour. Overtime work on Saturdays and beyond the number of hours in a working day will be charged at 1.5 times the regular per diem rate. Overtime work on Sundays and statutory holidays will be charged at 2 times the regular per diem rate. Work on Saturday, Sunday and statutory holidays is subject to a minimum charge of one (1) day. Except as otherwise provided in the Order, travel time is billable to Customer at fifty percent (50%) of the per diem rates. Actual, reasonable travel and living expenses and out-of-pocket expenses, if any, are not included in the Professional Services fees and will be invoiced separately. Travel and living expenses are billed at cost.
- 1.3. Background and Professional Services IP. Any intellectual property rights of a party or its Affiliates conceived, created, developed, or reduced to practice prior to, or independently of, any Professional Services provided under the Agreement ("Background IP") shall remain the exclusive property of such party or its Affiliate. Customer grants Entrust a non-exclusive, non-transferable, royalty-free, worldwide license for the term of the applicable Order to make, use and copy any Customer Background IPR that it discloses to Entrust, but solely to the extent necessary for Entrust to provide the Professional Services to the Customer pursuant to the Order. The Professional Services, including all deliverables, are not "works for hire", and the intellectual property embodied therein is owned by Entrust ("Professional Services IP"). Entrust grants Customer a non-exclusive, non-transferable, royalty-free, worldwide, perpetual license to any Professional Services IP incorporated into a deliverable, but solely to the extent necessary to use and exploit the deliverable as contemplated in the applicable Order and only so long as such Professional Services IP is embedded in the deliverable and not separated therefrom.
- 1.4. If required, 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.
- 1.5. Customer project staff shall have sufficient availability to participate in the Professional Services as is required by Entrust staff, for example, answering technical questions, availability for meetings, and other general questions as they may arise.