Subscription Service Terms for
General Purpose HSM as a Service and Payment HSM as a Service

The following terms and conditions shall apply to the General Purpose HSM as a Service and Payment HSM as a Service in addition to the Subscription Service Agreement ("Agreement") and will prevail in case of conflict. Both Subscription Services are hereinafter collectively referred to as "Subscription Services" unless specifically mentioned otherwise.

1. Definitions/Acronyms
    1.1. Terms used in these Subscription Service Terms shall have the following meaning:

"Approved Users" shall have the meaning given to it in Section 5.1.1.
"HSM" means a hardware security module used in the provision of the Subscription Service.
"cHSM" means containerized hardware security module used in the provision of the Subscription Service.
"Open Source Software" means software freely available to the general public under the terms and conditions, which do not restrict use or distribution thereof in any manner. Notwithstanding the above, "Open Source Software" shall include any software licensed under any of the licenses: i) meeting the requirements set forth at http://www.opensource.org/docs/definition.php; or ii) any of the licenses listed at http://www.opensource.org/licenses.
"PCI DSS" means the Payment Card Industry Data Security Standard as defined further in the Service Description.

2. Scope of Service, Software and Storage Space
    2.1. The Subscription Services' scope includes the following:
    2.1.1. Operation of the Subscription Service in accordance with the respective Service Description and the SLA set out herein.
    2.1.2. Utimaco will ensure that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under these Subscription Service Terms.
    2.1.3. Utimaco shall be responsible for maintaining security controls required by such certification regimes or technical standards that are applicable to the respective Subscription Services as set out in the Service Description.
    2.2. Specifics for the Payment HSM as a Service:
    2.2.1. Shared Live Payment HSM as a Service: The set-up fee includes access to a group of 3 shared HSM's distributed in 2 geographically separate data centers to provide 99.999% availability (includes 1 x MFK setup and a limited number of key ceremonies. The monthly Subscription Service fee will depend on the data plan to which the Customer subscribes based on the estimated total number of bytes Customer will send to the group of HSMs each month.
    2.2.2. Dedicated Live Payment HSM as a Service: The set-up fee includes access to a group of at least 2 dedicated HSM's in 2 geographically separate data centers (includes 1 x LMK setup but no key-exchanges). Utimaco recommends a minimum of 3 HSM's across 2 geographically separate data centers in order to achieve 99.999% availability The Subscription Services fee is calculated per HSM and its peak commands-per-second capacity, regardless of data throughput.
    2.3. Specifics for the General Purpose HSM as a Service:
    2.3.1. Shared Live General Purpose HSM as a Service: The set-up fee includes access to a group of 3 containerized cHSM's each deployed in one of 3 separate shared physical HSMs distributed over 2 geographically separate data centers to provide 99.999% availability. The monthly Subscription Service fee will depend on the data plan to which the Customer subscribes based on the estimated total number of bytes Customer will send to the group of HSMs each month.
    2.3.2. Dedicated Live General Purpose HSM as a Service: The set-up fee includes access to 4, 8 or 12 dedicated containerized cHSM's, each deployed in at least 2 dedicated physical HSMs in 2 geographically separate data centers. Utimaco recommends a minimum of 3 physical HSM's across 2 geographically separate data centers in order to achieve 99.999% availability The Subscription Services fee is calculated according to the number of dedicated cHSM's and physical HSMs, regardless of data throughput.

3. Scope of Use and Rights
    3.1. Subscription Services are provided as offered and detailed by the Individual Contract/s.
    3.2. Specifics for the General Purpose HSM as a Service:
    3.2.1. Subject to Section 4 (4) of the Agreement (Client Application Software), Utimaco hereby grants to Customer for the duration of the Service Term a limited, non-exclusive, non-transferable license to use the Client Application Software that Utimaco may provide on systems owned or controlled by Customer solely for purposes of integrating with the APIs and solely in accordance with all applicable documentation and other instructions and requirements provided by Utimaco. Utimaco does not confer upon Customer a license under

any patents, trade secrets, trademarks or copyrights to combine any products or services or any component thereof with any other product or to modify any products or services furnished hereunder.

3.2.2. Any use of the APIs must be in accordance with all applicable documentation made available by Utimaco and in accordance with any applicable usage limitations.

3.2.2.1. Customer agrees not to, not to attempt to, nor allow any third party to:

3.2.2.2. Copy the Client Application Software;

3.2.2.3. Use the Client Application Software to:

3.2.2.4. decompile, reverse engineer, or disassemble the Client Application Software or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Client Application Software;

3.2.2.5. create derivative works based on the Client Application Software;

3.2.2.6. modify, remove, or obscure any copyright, trademark, patent or other notices or legends that appear on the Client Application Software or during the use and operation thereof;

3.2.2.7. utilize any software or technology designed to circumvent any access restrictions or copy protection used in connection with the Client Application Software;

3.2.2.8. use the Client Application Software to develop a competitive product or service offering; or

3.2.2.9. use the Client Application Software in a manner which violates or infringes any laws, rules, regulations, Intellectual Property Rights, privacy rights or other rights of a third party.

3.2.3. The Client Application Software may incorporate certain components licensed from third parties under free or open-source license agreements. Customer acknowledges and accepts that such open source software components are required to operate the Software. Said components are publicly available for free under certain licenses and are made available for free and without any obligation or warranty by Utimaco. Open Source Software is subject to its own applicable license terms, as specified in the documentation for the Subscription Service. The Open Source Software license terms shall take precedence over the Agreement only to the extent that the Agreement imposes greater restrictions on the Customer than the applicable Open Source Software license terms.

4. Trouble Shooting, Subscription Services SLA

4.1. Utimaco will perform the Subscription Service and trouble shooting in accordance with the respective Service Description and the Subscription Services SLA set out in Exhibit A.

5. Obligations of the Customer

5.1. The following additional Customer obligations apply:

5.1.1. Customer shall disclose and allow access to the Utimaco Material only to its personnel on a strictly need-to-know basis ("**Approved Users**"). Customer shall ensure that such Approved Users are personally bound by a duty of confidentiality in respect of such use and shall not disclose any part of the Utimaco Material to any third party, including to any other employee, agent, or subcontractor of Customer. Customer shall appoint an administrator to supervise all access to the Portal and Documentation by the Approved Users to ensure Customer's compliance with the provisions of this Agreement.

6. Service Validation/Testing of Subscription Services

6.1. Before Subscription Service can be used, Utimaco and Customer will perform a validation covering inter alia the successful request and receipt of payloads and load balancing in test environment.

6.2. In addition to Section 8 (Testing of Subscription Services) terms of the Agreement, the following shall apply:

6.2.1. Utimaco will provide Customer with standard access to the Subscription Service for the Purpose during the Test Period using test encryption keys only.

6.2.2. The Test Period will correspond to the Service Term for the respective Subscription Services in production and does not require separate termination.

6.2.3. If Customer does not subscribe to corresponding Subscription Service in production, the Test Period will be in effect for a minimum period of three (3) months of its commencement and will automatically renew unless terminated by either Party upon one (1) month's written notice.

7. Additional Services

7.1. The following additional service can be provided as part of the Subscription Services:

7.1.1. Multiple subscriptions/instances

7.1.2. Data center locations

EXHIBIT A SERVICE LEVEL AGREEMENT

This exhibit A supplements the Agreement with the current measurable performance levels for the General Purpose HSM as a Service and Payment HSM as a Service and specifies remedies available to the Customer if Utimaco fails to achieve these levels.

"Unavailability" is defined as the duration of time in which all HSMs, to which the Customer has access, fail to provide a response to valid commands sent to them by the Customer. The period of Unavailability starts when Utimaco receives Customer notification of the incident and ends when it becomes available again as confirmed by Utimaco.

Monthly Availability	Consecutive Minutes Unavailable	Monthly Service Credit
99.999% to 99.99%	26 seconds to <4 minutes	2%
99.99% to 99.90%	4 minutes to <44 minutes	5%
99.9% to 99.0%	44 minutes to <7 hours	10%
99% to 98%	7 hours to <14.4 hours	50%
98% to 97%	14.4 hours to <21.6 hours	75%
<97%	>21.6 hours	100%

Customer will not be entitled to a credit if the event or condition that would have otherwise given rise to the credit was caused by any of the following: (i) force majeure; (ii) Customer's equipment; or (iii) actions or inactions of Customer or its representatives. In order to be eligible for a service credit, Customer must report the Unavailability to Utimaco within seven (7) days of the incident. In order to receive a credit from Utimaco, Customer must request the service credit by notifying Utimaco in writing within fifteen (15) days of the last day of the month in which the Unavailability is remedied.

For questions or support, please work with your Utimaco sales representative.