guardtime

Guardtime

KSI Service Subscription Agreement Template

Guardtime KSI Service Subscription Agreement

This **Guardtime KSI Service Subscription Agreement** number GT-KSI-YYYY-MM-Z (the "Service Subscription Agreement") dated DD.MM.YYYY between

GuardTime AS, a private limited company established under the laws of the Republic of Estonia, having its principal place of business at A.H. Tammsaare tee 60, 11316 Tallinn, Estonia, and registered in Estonian Commercial Register under code 11313216 ("Guardtime")

and

Company name, registered in State, Country, reg. no., address (the "Subscriber"),

collectively referred to herein as the "Parties".

Contact Information

	Guardtime	Subscriber
Contractual contact	info@guardtime.com	
Technical support	support@guardtime.com	
Billing address	Billing address	
Bank details	AS SEB PANK IBAN: EE561010220220832226 BIC/SWIFT: EEUHEE2	

Services Provided

The following services (the "Services") are provided:

I. Access to the Guardtime KSI signing and extension function via one or more KSI Gateway cluster(s) deployed by the Subscriber as follows:

	Service Configuration		Service Level	
KSI Gateway cluster	**Number of instances in cluster**	**Number of access points**	**Availability**	**Signing Capacity (tree height)**

#1	2	4	99.95%	16
#2	...			

II. Technical support, patches and updates for the software packages

- KSI Aggregator and Extender, and

- KSI SDKs as follows:

	Time	During
Incident response	8h	Mon-Fri 9-17
Incident resolution	24h	Mon-Fri 9-17

The countdown of response and resolution time is only active during the period above, e.g. if an incident is reported Fri at 15:00, the response deadline is Mon 15:00 and resolution deadline Wed 15:00.

Term and Termination of the Agreement

The term of this Service Subscription Agreement will begin on DD.MM.YYYY and is indefinite.

Parties may terminate this Agreement by giving a prior written notice of 2 months to the other party.

Parties may terminate this Service Subscription Agreement according to section 10 of the KSI Terms of Service (GT/KSI/ToS). In the context of this Service Subscription Agreement, infringing section 4.2 of the KSI Terms of Service (GT/KSI/ToS) is not considered as good reason for immediate termination. However, failing to pay the Compensation for two consecutive months is considered as good reason for immediate termination.

At termination, the Subscriber will immediately lose access to the KSI signing function and technical support of the Services. The Subscriber will continue to receive updates from Extender Network to the copy of Calendar Blockchain in his KSI Gateway until the next KSI Publication, if compliant with agreements listed in the Entire Agreement section. The Subscriber can continue to use Guardtime Software as well as his copy of Calendar Blockchain for the extension and verification of existing KSI Signatures according to Guardtime KSI Software End-User License Agreement (GT/KSI/EULA).

Compensation

Guardtime will charge the Subscriber a monthly flat fee of € XXX for the Services. The Subscriber will be invoiced on a monthly basis. The invoices submitted by Guardtime to the

Subscriber are due within 14 days of receipt.

Entire Agreement

This Service Subscription Agreement, together with

- Guardtime Privacy Policy (GT/PP),
- Guardtime KSI Definitions and Abbreviations (GT/KSI/DEF),
- Guardtime KSI Terms of Service (GT/KSI/ToS),
- Guardtime KSI Disclosure Statement (GT/KSI/TSA/DS),
- Guardtime KSI Practice Statement (GT/KSI/TSA/PS), and
- Guardtime KSI Software End-User License Agreement (GT/KSI/EULA)

contain the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such matters. In case of a conflict between the agreements, this Service Subscription Agreement prevails.

Service Level Definitions

The subscriber must use Guardtime Software to create, extend and verify KSI Signatures, unless otherwise specifically authorised in writing by Guardtime.

The Subscriber is provided with access to the KSI signing and extension function. In order to make use of signing and extension, the Subscriber deploys and manages KSI Gateway(s) at his premises where Subscriber's applications connect to.

The KSI Gateway(s) at the Subscriber premises are organized into clusters for redundancy purposes. The service level of KSI signing and extending function, is agreed per each such cluster by the following parameters:

- signing capacity, and

- signing and/or extension function availability.

The signing capacity is defined as the maximum height of the aggregation tree accepted from the Subscriber's Gateway cluster in one aggregation round (400 ms). The Subscriber manages and controls how this capacity is shared between his applications and optimizes it as needed.

The maximum tree height (L) limits the total number of individual KSI signatures the Subscriber can obtain in one aggregation round. In an ideal case this is 2^{L-1}, so that if the height of the tree is set to 16, the number of signatures is $2^{15} = 32768$.

The signing and/or extension function availability is defined and calculated as follows:

- The signing function is considered available when it is able to successfully serve valid signature requests from the Subscriber's Gateway cluster.

- The extending function is considered available when it is able to successfully respond to calendar synchronization requests from the Subscriber's Gateway cluster.

- The availability of the Subscriber Gateways as well as their general Internet network connectivity is the responsibility of the Subscriber and excluded when measuring service availability.

- The availability is calculated with respect to the invoicing period (e.g. one month). One or more of the following criteria can be used depending on the needs of Subscriber:

  - Total service availability time, expressed as a percentage (e.g. 99.9%).

  - Maximum number of service unavailability periods.

  - Mean time to repair the service.

The desired service availability drives the number of Gateways in the Subscriber's Gateway cluster as well as the number upstream access points it connects to.

At least 2 access points are mandatory to be able to perform maintenance of the access points without downtime. The maintenance of access points is scheduled every Tuesday between 18:00-20:00 Estonian time.

In case of planned unavailability of the signing and/or extension function, Guardtime notifies the Subscriber at least 7 business days in advance.

In witness whereof, the Parties to this Service Subscription Agreement acting through their duly authorized representatives have signed this Service Subscription Agreement in their name on the date first written above.

Guardtime	Subscriber

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Appendix A: Document Versioning

A.1. Version History

Date (MM.YYYY)	Version	Author	Changes
12.2018	1.0	Product Owner	Creation of the document.
01.2019	1.1	Technical Writer	Formatted to appear similar to other GT documents.
02.2019	1.1	Legal	Legal review and fine-tuning of terms.
04.2019	1.2	Product Owner	Fixed grammar and spelling mistakes.
11.2019	1.3	Product Owner	Added clause to require GT software to Service Definitions section.