

AUGUST 2023

GUARDTIME KSI SERVICE SUBSCRIPTION AGREEMENT TEMPLATE

ID: GT/KSI/SAT

Version: 1.6

Effective from: 28 August 2023

Next review: July 2024

Classification: Public

Review and maintenance: Product Owner

Approved by: Management Team

Guardtime KSI Service Subscription Agreement

This **Guardtime KSI Service Subscription Agreement** (the “Service Subscription Agreement”), number GT-KSI-YYYY-MM-Z , dated DD.MM.YYYY, is made between the following parties:

GuardTime OÜ (“Guardtime”), 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 the Estonian Commercial Register under code 11313216;

and;

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

These entities are 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 under this agreement:

I. Access to the Guardtime KSI time-stamping service via one or more KSI Gateway cluster(s) deployed by the Subscriber as follows:

KSI Gateway cluster	Service Configuration		Service Level	
	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 following software packages:

- KSI Aggregator and Extender, and;
- KSI SDKs, as follows:

	Time	During
Incident response	8h	Mon-Fri 9-17 (EET/EEST)
Incident resolution	24h	Mon-Fri 9-17 (EET/EEST)

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 of the Agreement

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

Termination of the Agreement

Parties may terminate the Service Subscription Agreement by giving prior written notice, 2 months in-advance of the termination date, 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 an appropriate reason for immediate termination; however, failing to pay Compensation for two months consecutively is, and termination of the Service Subscription Agreement may take place on this basis. At termination, the Subscriber will immediately lose access to the KSI signing function and technical support for the Services. The Subscriber will continue to receive updates from the Extender Network to the copy of the Calendar Blockchain in their KSI Gateway until the date of 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 their copy of the Calendar Blockchain for the extension and verification of existing KSI Signatures according to the 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.

The subscription fee is fixed for 1 year and is reviewed annually.

Entire Agreement

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

- 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)
- Guardtime KSI Software End-User License Agreement (GT/KSI/EULA)

Subscriber's Rights

The Subscriber is granted permissions to use Guardtime's logo and make references to KSI in presentations, homepage, etc. during the validity of the contract and beyond the

expiry of the contract if data signed by KSI service is used. Trademark guidelines can be found at <https://guardtime.com/trademark-guidelines>.

Service Level Definitions

The subscriber must use Guardtime Software to create, extend and verify KSI Signatures (i.e. time-stamps), unless otherwise specifically authorized in writing by Guardtime.

The Subscriber is provided with access to the KSI time-stamping service, which includes signing and extension functions. In order to make use of signing and extension, the Subscriber deploys and manages one or more KSI Gateway at their premises, which the Subscriber's applications connect to.

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

- Signing capacity,
- Signing and/or extension function availability.

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

The maximum tree height (L) limits the total number of individual KSI signatures that 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 availability of the signing and/or extension function 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 the Subscriber:
 - Total service availability time, expressed as a percentage (e.g. 99.9%).
 - Maximum number of unavailable service 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 of 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 Eastern European time (EET).

In case of a planned unavailability of KSI Service, 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 and Review 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.
01.2020	1.4	Product Owner	Company legal form change (Guardtime AS -> Guardtime OÜ)
03.2021	1.4	Product Owner & Technical Writer	Annual review. Editorial and grammar fixes, no substantive changes.
03.2022	1.5	Product Owner	Annual review. Contract content clarification.
07.2023	1.6	Product Owner	Added subscriber's rights and a clarification on subscription fee.