ONESPAN SIGN FEDRAMP SAAS SUBSCRIPTION SCHEDULE

This OneSpan Sign FedRAMP SaaS Subscrition Schedule is incorporated into and governed by the Master Terms at www.onespan.com/master-terms.

1. Definitions

"**Account**" means a unique account that may be established by Supplier for Customer's use.
"**Administrator**" means Customer's employee(s) or authorized agent(s) designated as the Customer contact for management and support of the Service.
"**Customer Application**" means a web-based, offline, mobile or other software application functionality that is provided by Customer or a third party and interoperates with the Service.
"**Data**" means any data transmitted or provided to Supplier by or on behalf of Customer, or Users in its use of the Service.
"Documentation" means Supplier's then-current, generally available written product guides and user manuals for the Service, as may be updated by Supplier from time to time; but excluding any third party information.
"FedRAMP Partner" means Supplier's FedRAMP authorized hosting provider.
"Force Majeure Event" means except for the obligation to make payments, any failure or delay in performance hereunder due to any cause beyond a party's reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot sabotage, governmental act or inaction, an act, requisition, or order of any governmental authority restricting or prohibiting the supply of the Service or making such supply commercially unreasonable, or failure of the Internet, provided that the delayed party (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. Such waiver shall apply only to the extent that: (a) the delayed party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not reasonably have been circumvented by the delayed party through the use of alternate sources, work around plans or other means.
"**Malicious Code**" means viruses, spiders, worms, time bombs, trojan horses and other harmful or malicious code, instructions, files, scripts, agents or programs or any other code intended to cause harm or disruption to computer systems.
"**Participant**" means a person or company, internal or external to Customer, identified and invited by a User, whose access to the Service is limited to participating in the electronic signing or review of Documents.
"Personal Data" means information of Customer that is covered under privacy laws or by which an individual can be identified, whether or not publicly available, and includes any employee information.
"**Service**" means the Software-as-a-Serviceproduct as described in this Schedule and the applicable Order Document.
"**Service Levels**" mean the service level availability standards specified in Exhibit A: Service Level Avilailbility.
"**Support Service**" means telephone help desk or email support available to Customer as described at www.onespan.com/saas-customer-success-package-schedule.
"**System**" means the Supplier website, the computer equipment including the servers, software, and other technology, used by Supplier to provide the Service. System does not include Customer or third party provided servers, devices or networks used to access the Service.
"**Users**" means individuals who are authorized by Customer to use the Service to process Transactions.

2. Service Terms

2.1. Non-Exclusive Right to Use. Subject to this Schedule and the Contract, Supplier makes the Service available to Customer on a non-exclusive, subscription basis. Customer may grant access to the Service to its Users, and such Users may invite Participants to use the Service for the electronic signing of Documents.
2.2. Account Creation; Access. Upon execution of the Order Document, Supplier may establish an Account. Data is automatically stored within the data center Supplier deems optimal if not otherwise specified in the Order Document. The Administrator shall be responsible for administering the Account, including the assignment and maintenance of usernames and passwords. Customer (i) remains responsible for any access to the Service through the Account, (ii) is obligated to protect and not to disclose to third parties the usernames and passwords or any other form of access credentials linked to its Account, and, (iii) shall take reasonable steps to ensure that each User abides by the terms and conditions herein. If Customer becomes aware of any suspected or actual violation of the Service and/or System, abuse, unauthorized use or access, Service vulnerability, security incident, confidentiality or privacy breach or potential or confirmed compromise of its access credentials, then Customer shall promptly notify Supplier customer support.
2.3. Service Use Guidelines. Customer will not and will not permit any of its Users or Participants, or deliberately enable any other third party, to:

(a) use the Service in connection with any illegal, defamatory, harassing, libelous, threatening, or obscene material or purpose or to send any message or material that in any way violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability;

(b) send or allow any Malicious Code through the Service and/or System;

(c) copy, publish or reproduce the Service and/or System for others to copy or use any component thereof except as expressly permitted herein;

(d) distribute, re-distribute, sublicense, assign, share, sell, resell, time-share, rent, lease or otherwise make the Service available to any third party (except as expressly contemplated in this Contract), or grant a security interest in the Service;

(d) interfere or attempt to interfere in any manner with the functionality or proper working of the Service and/or

System, or disrupt the integrity or performance of the Service and/or System or any data contained therein;

(e) circumvent any contractual, technical or logical use, Customer or User restrictions agreed upon or existing in the Service and/or System or attempt to gain unauthorized access to, or use of, any part of the Service and/or System;

(f) perform any form of stress, load, performance, security or other vulnerability or penetration tests on the Service and/or System;

(g) not establish any unauthorized interfaces between Systems, networks, and applications owned by OneSpan or its partners, including FedRAMP Partners.

2.4. Service Conditions. Use of the Service by Customer, its Users and Participants is subject to the following conditions:

(a) Customer maintains control of or access to Documents and sole control over the content, quality, and format of any Document, and OneSpan assumes no liability or responsibility for a User's failure or inability to electronically sign any Document or within any particular period of time;

(b) OneSpan shall not be considered a party to any Document, and OneSpan makes no representation or warranty regarding any Document, transaction, agreement or contract sought to be effected or executed using the Service;

(c) Customer is solely responsible for ensuring that Customer's use of the Service complies with all applicable laws, including any electronic signature, consumer, data protection, data privacy and trade control laws and that any particular Document can be legally executed or formed by electronic signature procedures available through the Service;

(d) Customer may elect to deploy features within the Service designed to verify the identity of the Participants ("Authentication Measures"). OneSpan: (i) will apply only those Authentication Measures (if any) selected by Customer, (ii) makes no representations or warranties regarding the appropriateness of such Authentication Measures and whether Participants have the necessary knowledge or ability to successfully meet such Authentications Measures, and (iii) assumes no liability or responsibility for the circumvention by any Participant or other person of any Authentication Measure;

(e) For Customer initiated email communications through the Service, Customer shall comply with the United States CAN-SPAM Act, Canada's Anti-Spam Law, the E.U. Directive on Privacy and Electronic Communications, or any other similar regulations and other applicable laws. Customer is solely responsible to provide its Participants with the ability to opt-out of e-mail communications generated through the Service and Customer shall comply with its Participants communication preferences;

(f) Customer shall refer to the Service by its URL, as required, and not reply upon OneSpan' s IP address. OneSpan expressly reserves the right to alter its IP addressing at any time with no prior notification to Customer or any other party, including but not limited for purposes of disaster recovery data or center relocation;

(g) OneSpan does not monitor the Documents or content processed through the Service, but it may suspend any use of the Service, if OneSpan reasonably and in good faith believes Customer use violates the terms of this Agreement or applicable laws or regulations. OneSpan will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless OneSpan: (i) is prohibited from doing so under applicable law, court order or under legal process; or (ii) deems it necessary to delay notice in order to prevent imminent harm to the Service, or a third party;

(h) OneSpan may modify the Service from time to time, in its discretion, without notice to the Customer, for the purpose of improving Service features, functions or performance, provided that no such modification shall materially reduce the level or quality of the Service, as offered as of the Effective Date. Notwithstanding the foregoing, OneSpan may apply any improvements and modifications to the Service and/or System required to maintain OneSpan's legal and regulatory requirements, as well as security standards including. It is Customer's sole responsibility to maintain the security of Customer's computer systems and comply with any industry standard minimum security requirements to gain access to the Service;

(i) except for Data and the limited Personal Information that may be provided by Customer to OneSpan to the extent necessary to administer the business relationship between the parties (such as for invoicing and billing purposes), Customer warrants that it shall at no time transfer or provide or otherwise make accessible any Personal Information to OneSpan, including, without limitation, for the purpose of receiving any support and maintenance services;

(j) OneSpan shall not be obligated to provide any Data to any Participants or third parties. Customer acknowledges that it is solely responsible for the management of its own record and data retention record policy, including for determining how long any Data and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes.

(k) Customer is solely responsible for obtaining and maintaining any hardware and software, for contracting with an Internet service provider, a telecommunications carrier or other service provider for services necessary to establish Customer's connection or access to the Internet and the Service. In order to maintain reliability and stability of the Service, OneSpan continually monitors the load being imposed on the Service by Customers using integrated applications. OneSpan may request that a Customer placing an unnecessary burden on the Service take measures to reduce their load on the Service. In addition, the Service and/or System may also automatically reduce the load being accepted by the Service through internal system controls.

(l) During the term of this Agreement, OneSpan reserves the right to archive Documents and/or Transactions ninety (90) days from completion. Once archived, Documents and/or Transactions may be accessed by Customer by contacting OneSpan's customer support department.

(m) Customer's access to the Service and System constitutes Customer's consent to the retrieval and disclosure of the information within the scope of its authorized access.

(n) Customer must safeguard System resources against waste, loss, abuse, unauthorized use or disclosure, and misappropriation.

(o) Customer must not process U.S. classified national security information on the system.

(p) Customer must not intentionally disable or subvert any browser polices imposed by OneSpan or its partners.

(q) To maintain reliability and stability of the Service, Supplier continually monitors the load being imposed on the Service by Customers using integrated applications. Supplier may request that a Customer placing an unnecessary burden on the Service take measures to reduce their load on the Service. In addition, the Service and/or System may also automatically reduce the load being accepted by the Service through internal system controls.

(r) Supplier may temporarily suspend Customer's access or use of any portion or all of the Service immediately if Supplier determines that (i) Customer or a Customer User's use of the Service (a) poses a security risk to the Service or any third party, (b) could adversely impact Supplier's systems, or the Service or the content of any other Supplier customer, (c) could subject Supplier, its Affiliates, or any third party to liability, or d) could be fraudulent; or (ii) that Customer's account security has been, or is reasonably expected to have been compromised. If Supplier suspends Customer's right to access or use any portion of the Service, Customer (x) will provide reasonable assistance to Supplier in rectifying the issue(s) leading to the suspension, (y) remains responsible for all fees incurred during the period of suspension, and (z) is not entitled to any service credits during the suspension period; and

(s) OneSpan may delete Data from the Service ninety (90) days from the last movement of a Transaction or the completion of a Transaction, whichever the case may be. It is Customer's responsibility to implement data retention policies that account for the deletion of Data after the ninety (90) day period.

3. Provision of the Service

Supplier shall use commercially reasonable efforts to make the Service available to Customer pursuant to this Schedule on a 24/7 basis in accordance with the Service Levels. Nothing contained herein shall limit Supplier's right to grant access or otherwise distribute or make available the Service, in whole or in part, to any third party. Supplier shall provide technical support to two (2) Administrators responsible for Customer side support and the coordination of technical requests for the use of the Service, and provide Professional Services, if any, purchased by Customer. Changes related to Customer's Administrators may be notified to Supplier in writing. Customer will be solely responsible for providing all support to Users.

4. Data Security

Supplier will maintain your Data in a FedRAMP authorized system featuring administrative, technical and physical controls under the FedRAMP program. Without limiting the above, OneSpan shall not: (i) modify the Data; or (ii) disclose the Data to third parties, except as necessary to perform the Service, or as expressly permitted by Customer in this Agreement or otherwise in writing. If this Agreement is terminated pursuant to Section 8, OneSpan may delete Customer's Data from the Service after the termination or expiration of this Agreement or upon Customer's earlier written request.

5. Use by Affiliates.

Customer may: (a) use the Service in connection with its Affiliate's business within the limitations applicable to Customer; or (b) allow one or more of its Affiliates access to the Service solely to the same extent as granted to Customer in this Contract, provided Customer is authorized to bind such Affiliate. Customer shall notify Supplier of Customer's Affiliate's intent to use the Service at least thirty (30) days prior to permitting access. Customer shall ensure that each of its Affiliates using the Service receives a copy of, and complies with this Contract. If Affiliate and Supplier enter into a separate Order Document for Affiliate's use of the Service, then Affiliate agrees to be bound by the terms of this Contract as if it were an original party hereto. Customer shall remain liable to Supplier for any breach of this Contract by its Affiliates.

6. Representations and Warranties

6.1. Supplier's Warranties. Supplier warrants that (i) the Service will materially conform to the Documentation, and (ii) it shall be responsible for any breach of this Contract by its subcontractors.

6.2. Customer's Warranties. Customer warrants that: (i) it has not falsely identified itself nor provided any false information to gain access to and use of the Service and Supplier's Confidential Information; (ii) it has obtained all necessary consents from relevant individuals in accordance with applicable laws in order to provide the Data to Supplier and process the Data with or through the Service in the manner described in this Schedule; (iii) it will not transfer to Supplier nor store any protected health information (as defined under the HIPAA Administrative Simplification Regulations at: 45 C.F.R. § 160.103) within the Service, unless explicitly permitted in the applicable Order Document signed by both parties.

6.3 In case of a breach of the warranty set forth above or any other duty related to quality, Supplier will, at its option and at no additional charge to Customer, correct the non-conforming Service, and in the event Supplier is unable to correct such non-conformance after good-faith efforts, Supplier shall refund Customer amounts paid attributable to the non-conforming Service from the date Supplier received such notice. Customer acknowledges and agrees that this Section sets forth Customer's exclusive remedy and Supplier exclusive liability for any breach of warranty or other duty related to the quality of the Service.

7. Disclaimer of Warranties

WARRANTY LIMITATIONS. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 6, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, (i) THE SERVICE

IS PROVIDED "AS IS" AND ANY AND ALL WARRANTIES, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, INTEGRITY OF DATA, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

8. Termination

In addition to the term and termination provisions of the Master Terms, the following terms shall apply:

8.1 Service Term. The term of the Service begins on the "Begin Period" and ends on the "End Period" in the applicable Order Document (the "Service Term"). After the initial Service Term, the Service will automatically renew for renewal terms of the same length at the then current rates for the Service, unless either party terminates the Service by notifying the other party at least sixty (60) days in advance of the anniversary of the renewal term.

8.2 Termination for Convenience. Subject to Section 8.3, Customer may terminate any Service Term for convenience with thirty (30) days notice by notifying Supplier in writing of its desire to terminate the Service. Termination of the Service Term is effective on the date Customer specifies in such notice.

8.3 Effect of Expiration; Termination. The Service will terminate as of the effective date of the termination of the Contract or Service Term. Termination pursuant to Section 8.2 (Termination for Convenience) or non-renewal of any Order Document shall not relieve Customer of its obligation to pay any fees accrued or payable for the current Service Term or any future committed Service Term. Termination of the Contract or a Service Term will not prejudice or affect any right of action or remedy which will have accrued to Supplier up to and including the effective date of termination of the Contract or Service Term. For thirty (30) days following the termination or expiration of an Order Document, Customer may retrieve Data and delete stored copies.

9. Force Majeure.

Except for the obligation to make payments, neither party is liable for delay in the performance of its duties, obligations, or responsibilities hereunder due to a Force Majeure Event. Such waiver shall apply only to the extent that: (a) the delayed party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not reasonably have been circumvented by the delayed party through the use of alternate sources, work around plans or other means.

EXHIBIT A: SERVICE LEVEL AVAILABILITY

a. **DEFINITIONS**:
   a. **"Maintenance Window"** means a window in which the Service may be unavailable due to scheduled maintenance: Saturday or Sunday and up to an additional ninety (90) minutes per month of emergency maintenance at any time. Whenever reasonably possible Service and System maintenance is conducted in a manner so as to not impact Service availability.
   b. "**Overall Service Level"** means 99.9%
   c. "**Total**" means the total number of minutes for the month
   d. "**Unplanned Downtime**" means unscheduled downtime lasting 5 minutes or more.

b. **AVAILABILITY**:

Except for Maintenance Windows or as otherwise permitted herein, the Service will be available continuously at least at the Overall Service Level on a monthly basis ("**Availability**"). The Service is considered unavailable when the Service is not accessible through the Internet at the point the data center connects to the public Internet for a reason other than a Force Majeure for a period of at least five (5) minutes.

General availability will be calculated per calendar month, as follows:

$$\frac{\text{Total} - \text{Unplanned Downtime} - \text{Maintenance Window} * 100}{\text{Total} - \text{Maintenance Window}}$$

c. CREDITS

i. **Credit Policy**: Customer will be entitled to Credits as outlined below if Customer (1) provides written notice to Supplier at support@onespan.com of (a) billing information, including company name and billing address, billing contact and billing contact phone number, (b) the circumstances giving rise to the credit request, and (c) dates and time periods for each instance of downtime that Customer experienced in the relevant calendar month; and (2) provides such written notice within five (5) days after the last day of the month within which OneSpan failed to comply with the applicable SLA. All credit requests will be verified against OneSpan system records. Should any credit request be disputed, OneSpan will provide Customer a record of Service availability for the period in question. Any credit owed will be applied against Customer's current or future invoices and is not refundable. For any billing month in which OneSpan fails to meet the Overall Service Level, Customer will receive the Credits, based on the table below, subject to the "**Credit Exceptions**" listed below. Credits are based upon the actual duration of the interruption of Service, measured from OneSpan's written acknowledgement to Customer of an unavailability event to the restoration of the impacted service. Credits are computed as a percentage of the Fees paid for the billing month in which the Services interruption occurred.

Availability	**Credit** **Percentage of the total Fees for that billing month**
Uptime of 99.9% or higher	No Credit
Uptime of less than 99.9%, but more than 99.0%	1%
Uptime of less than 99.0%, but more than 98.0%	2%
Uptime of less than 98.0%, but more than 97.0%	4%
Uptime of less than 97.0%, but more than 96.0%	6%
Uptime of less than 96.0%, but more than 95.0%	10%
Uptime of 95% or less	15%

ii. **Credit Exceptions**. Provided that (i) the outage does not result from OneSpan's failure to meet its obligations set out in the Contract between Customer and Supplier, (ii) Supplier and its partners are without fault in causing the outage, (iii) the outage could not have been prevented by Supplier or its partners by reasonable precautions; and (iv) the outage could not reasonably have been circumvented by Supplier or its partners through the use of alternate sources, work around plans or other means, credit(s) will not be issued for any covered outage that is caused by:
   i. Time required to complete database server "fail-over";
   ii. Downtime due to Customer-initiated changes, unless such downtime is due to acts, errors or omissions of Supplier or its partners while planning or implementing the change;
   iii. Downtime due to the acts or omissions of Customer, its employees, agents, third party contractors or vendors, or anyone gaining access to Supplier partner's network or to Supplier's website at the request of Customer;
   iv. Downtime due to a Force Majeure Event;
   v. The gross negligence or willful misconduct of Customer or others authorized by Customer to use the Services;
   vi. Any failures that cannot be corrected because the Customer is inaccessible after a reasonable number of attempts made by Supplier to reach Customer; and
   vii. Downtime due to a Maintenance Window.

OneSpan Sign

The Service is a software platform run on a FedRAMP authorized System for creating and managing the execution of digital transactions with electronic signing and delivery of Documents. Several features and options are available through the Service which may include (which are defined in the technical documentation related to the Service):

- A web-based e-signing process that provides options for the presentation and review of Documents, methods of signature capture and user authentication, data capture and form fields.
- Workflows, reminders and notifications, attachments and e-delivery of the Documents to Users.
- Transaction management features for preparing and sending Documents manually through the user interface or using transaction templates, and the ability to monitor and manage documents that are in progress or completed.
- Electronically signed Documents in PDF format with each e-signature digitally signed for comprehensive security and detection of any Document changes along with an embedded audit trail.
- An Evidence Summary Report is provided and both the electronic evidence and summary are protected by digital signing.
- A REST API along with Java and .Net SDKs to allow integrating third-party and custom applications with the Service.
- Support for native mobile applications and pre-built connectors to applications such as Salesforce and Microsoft Dynamics.

OneSpan Sign provides customers with three different environments to support their development, testing and production needs. Each environment serves a specific purpose and has its own characteristics. These environments and their respective characteristics may change at Supplier's discretion.

1. Production:
   - Production usage of the current version of OneSpan Sign;
   - Documents are not watermarked;
   - Subject to the Service Levels.
2. Sandbox:
   - Integration, development and testing of the current version of OneSpan Sign;
   - Documents are watermarked to make them unsuitable for production usage;
   - Not subject to the Service Levels and security requirements and safeguards set out in the Contract; as such, Customer acknowledges that no production Data is to be uploaded to the Sandbox environment.
3. Preview:
   - "**Preview**" access to functionality planned in the next upcoming major release and regression testing of integrations before the new major release is deployed in production;
   - Documents are watermarked as to make them unsuitable for production usage;
   - Not subject to the Service Levels and security requirements and safeguards set out in the Contract; as such, Customer acknowledges that no production Data is to be uploaded to the Preview environment.

OneSpan Sign Service Specifications

- Pricing
  a. Pricing for OneSpan Sign FedRAMP Enterprise is based upon the number of Transactions committed for an annual term. A Transaction means a container or package associated with a unique transaction identifier and comprised of a maximum of ten (10) Documents (the "**Transaction Limit**"). Any Documents in excess of the Transaction Limit will create one or more additional new Transactions, for which Customer will pay the Transaction Fee indicated in the applicable Order Document.
  b. Pricing for OneSpan Sign FedRAMP Professional is based on: (i) the number of individual Named Users and includes an unspecified number of Document recipients; and (ii) on a reasonable fair use policy of up to 1,000 Transactions per Customer annually. For use in excess of the 1,000 Transactions annually, Customer agrees to pay an excess per Transaction fee at Supplier's then current pricing.
  c. "**Named User**" means Customer's employee or agent who has been given login access credentials to the Account by the Administrator for purpose of accessing the Service. A Named User must be identified by a unique email address and user name, and two or more persons may not use the OneSpan Sign Service as the same Named User.
  d. For use in excess of the number of Transactions purchased in an annual Term, Customer agrees to pay excess Transaction fees at the per Transaction rate in the applicable Order Document.
  e. Unused Transactions in an annual term may not be carried over to the next annual term.
  f. A Document is a single file representing a form, document or other record, not to exceed 10 megabytes of Data (the "**Document Limit**"), and capable of being viewed, electronically signed, sent or received or stored through the Service. Any Documents in excess of the Document Limit will create one or more additional new Documents, for which Customer will pay an additional Document Fee, where applicable.

Communication Hub

1. Definitions
   "Annual Commitment" means the number of annual Credits committed in the applicable Order Document.
   "Credit" means the unit purchased in order to access and use Communication Hub services.
   "Excess Limit Fee" means the price per Credit listed on the applicable Order Document that is charged for Credits in excess of the Annual Commitment.
   "SMS OTP" means a text message containing a one-time access code, which the User must enter in order to gain access to the applicable application.

2. Product Information
   OneSpan's Communication Hub (the "**Communication Hub**") is a global service allowing the use of SMS OTP to transmit information or features to registered Users.
   Communication Hub uses Credits in order to access any of the possible combinations.

   Communication Hub provides customers with two different environments to support their testing and production needs. Each environment serves a specific purpose and has its own characteristics. These environments and their respective characteristics may change at Supplier's discretion.

   Production:
   - Production usage of the current version of Communication Hub
   - Subject to the Service Levels

   Testing/Sandbox (Preview):
   - Integration development and testing of the current version of Communication Hub
   - Not subject to the Service Levels, security requirements or safeguards set out in the Contract; as such, Customer acknowledges that no production Data is to be uploaded to the Testing environment
   - Subject to Pricing requirements below and as indicated in the companion OneSpan Product Service description herein

3. Pricing
   1. Pricing for Communication Hub is based upon Annual Commitment allocated as follows:
      1. SMS OTP: Credits based on the User's telephone number geographic location as indicated below. For a list of Tiers see www.onespan.com/smsotp-tiers.
         1. Tier 1: one (1) Credit
         2. Tier 2: two (2) Credits
         3. Tier 3: three (3) Credits
   2. Credits processed in excess of the Annual Commitment will be charged Excess Limit Fee. Excess Limit Fees are invoiced quarterly in arrears; however, Supplier may elect to aggregate Excess Limit Fees over more than one quarter prior to invoicing for administrative convenience.
   3. Unused Credits do not carry over to the next year.
   4. Customer receives up to one percent (1%) of the SMS OTP Communication Hub Credits purchased by Customer in production environment for use in the Sandbox (Staging) environment provided free of charge. Use in excess of this amount in Sandbox (Staging) will result in Excess Limit Fees.

4. Additional Information
   a. For SMS OTP the following terms apply:
      i. Customer is responsible for providing correct phone number for applicable User. SMS OTPs sent to incorrect phone numbers will incur applicable Credits.
      ii. The phone number provided by Customer must be able to receive SMS text messages. SMS OTPs sent to phone numbers unable to receive SMS text messages will incur applicable Credits.
      iii. Customer warrants that it has obtained Users consent to receive SMS text messages.
      iv. Communication Hubb contains Third Party Components. The list of Third Party Components that are utilized to provide Communication Hubb can be viewed in the OneSpan Sign list "in the "OneSpan Subprocessor" list available at www.onespan.com/privacy-center. For business continuity purposes, Supplier may alternate between Third Party Component providers at any time without notice to you. Third Party Component providers may mandate that additional terms are incorporated into this Contract. Those terms are available for review at https://www.onespan.com/third-party-terms and are hereby incorporated.