

SAAS CUSTOMER SUCCESS PACKAGES SCHEDULE

1. Definitions

“**24x5**” means Monday 8 AM SGT (Singapore Time) until Friday 9 PM EST (Eastern Time) on Business Days.

“**Business Days**” means any day from Monday through Friday, except January 1 and December 25.

“**Business Hours**” means the Business Day hours listed at www.onespan.com/support based upon the Customers’ geographic region corresponding to the Supplier office providing the Support Service.

“**Case**” means a request for Support Services, classified by Supplier as an Incident, Support Service Request or Request for Information.

“**Customer Success Manager**” or “**CSM**” means the key point of contact that manages the Customer relationship. The CSM assists the Customer with its needs, desired business outcomes and manages the solution guidance required to realize value for the Customer.

“**Customer Support Portal**” or “**CSP**” means the web portal available at <https://support.onespan.com> where Customer may access information regarding Supplier’s Support Services.

“**Designated Support Specialist**” means a named Supplier support agent(s) assigned to provide the Support Service.

“**Engagement Manager**” manages and pro-actively steers the Solution Guidance Services.

“**Incident**” means a request for any problem or failure that materially decreases the functionality or performance of the SaaS Service and is caused by the software, systems, networks, other components, facilities or services that are supplied as part of the SaaS Service. Incidents do not include any problem or failure caused by the use or improper use or operation of software, systems, networks, other components, facilities or services that are not part of the SaaS Service but are used to connect to, integrate with or otherwise make use of the SaaS Service.

“**Priority Case Routing**” means Case is prioritized based on CS Package tier purchased.

“**Request for Information**” means request for answers to questions.

“**Resolution**” means i) for Incidents, the correction of an error including a fix or reasonable workaround; ii) for Service Requests, the execution of the request; and iii) for Requests for Information the provision of that information.

“**Response Time**” means the time it takes Supplier to respond to Customer’s initial request for Support Services based upon Supplier’s reasonable interpretation and classification of the request. Suppliers initial response may include, amongst other things, classifying the Case, confirming the Case priority and type, requesting clarification for the Case, and explaining the next steps to commencing work on Resolution.

“**SaaS Service Onboarding Life-Cycle**” means the complete lifecycle to provide Solution Guidance Services to introduce and train the Customer on the use of and integration with the SaaS Service(s) and guidance in support of the Customer’s efforts to implement, test and go-live with that integrated SaaS Service(s) as described in Section 2.6.1.

“**Service Level Objective**” or “**SLO**” means the Response Time Support Service standards set forth in Table 2.2 as they apply to Enterprise Essential and Enterprise Elite Support Service plans for production environment Incidents only.

“**Subscription Term**” means the subscription term applicable to CS Package which begins on the Start Date and ends on the End Date (both as defined in the Master Terms).

“**Support Service Request**” means request for a change in configuration, branding, account settings, or to reset passwords, and other similar non-urgent, requests.

“**Solution Architect**” provides architectural leadership in the implementation of solutions through discovery, requirements gathering and workshops with customers.

“**Solution Guidance Service**” means consultancy services intended to (i) assist the Customer with the successful integration of the SaaS Service, (ii) provide Customer with best practices advice during the Subscription Term, and (iii) aid in the ongoing successful use of the SaaS Service.

“**CS Package**” is a Customer Success Package combining Support Services and Solution Guidance Services bundled into a package subscription service offering. There are three CS Package subscription tiers: Core, Enterprise Essential, and Enterprise Elite. CS Package options available for each tier are detailed in Tables 1, 2.1 and 2.2. CS Packages are provided on an Account level at one (1) CS Package per Account for all SaaS Products purchased under that particular Account. Please note that a Customer may have more than one Account.

“**Support Service Review**” means a recurring meeting engaging Customer business and technical stakeholders and the Supplier Support Service specialist(s) to review SaaS Service and Support Service performance, with the aim to identify areas of improvement in the collaboration and track progress of such improvements.

“**Support Service**” means remote assistance in post-sales trouble-shooting of SaaS Service subscriptions as indicated herein.

“**Trust Center**” means the sole platform used by Supplier to communicate upcoming releases, planned maintenance, emergency maintenance, warnings and outages for SaaS Products available for review at <https://support.onespan.com>.

2. CS Package Services

2.1 Service Hours:

The Service Hours for each CS Package are as follows:

2.1.1 Support Service: Support Service availability depends on the priority of the Case and the CS Package tier purchased by Customer.

2.1.2 Solution Guidance Service: Solution Guidance Services are provided during the Business Hours of the Supplier office providing the service and are provided up to the maximum annual Solution Guidance Service hours indicated in Table 1. Additional hours can be purchased separately at the Professional Services rates as of the date the additional hours are purchased.

2.2 Requesting Support Services: The Customer solution administrator may contact support via Channels defined in Table 2.1 and Table 2.2. P1 and P2 Incidents must be logged by telephone. Customer must check the Trust Center to determine whether there is scheduled downtime prior to contacting Supplier.

All Cases must include a reasonably detailed written description of the decrease in functionality or performance and impact of the SaaS Service. Any Supplier time spent in the Resolution of a Case that is ultimately determined by Supplier, after using commercially reasonable efforts, not to be a Supplier side defect, shall be reimbursed by the Customer on a time and materials basis.

2.3 Personnel and Communication: Supplier and the Customer will provide the necessary and appropriate personnel as required to find a Resolution. Supplier and Customer will cooperate to obtain or supply information and data, and run tests in order to assist in finding a Resolution in a timely manner.

2.4 Incidents. Supplier will use commercially reasonable efforts to deliver Incident Support Services pursuant to Tables 2.1 and 2.2.

2.5 Support Service Level Objectives: If Supplier fails to meet the Service Level Objectives, Supplier will assemble a multi-disciplinary team to work with Customer until Resolution is achieved, which is Customer’s exclusive remedy and Supplier’s exclusive liability for missed Service Level Objectives.

2.6 Solution Guidance Services:

2.6.1 The following Solution Guidance Services based on CS Package tier purchased as listed in Table 1 are available to the Customer remotely and may include preparation, coordination, and execution of working sessions with the Customer to assist with:

2.6.1.1 Onboarding and Competency Development - solution introductions, implementation and communication planning, and competency development to provide instructions on the use of the SaaS Service covering topics such as functionality descriptions, configuration parameter explanation and selection, cloud platform connectivity and security, solution administrator, API integration, and best practices.

2.6.1.2 Analysis and Design – Customer requirements analysis, walkthroughs of prescribed solution workflows, and design of customer specific workflows.

2.6.1.3 Implementation and Testing – Ongoing engineering guidance to assist the Customer with SaaS Service integration and testing in preparation for go live into Production.

2.6.1.4 Go-live assistance – Engineering guidance during go-live based on the CS Package tier purchased as listed in Table 1. Enterprise Essential provides a guided approach with recommendations and best practices for Customers moving their solution live into production. Enterprise Elite provides a concierge approach adding a full solution review session prior to go-live and resources coordinated to be available during the move to production to address any issues that may arise in real time.

2.6.1.5 Ongoing Solution Guidance - Ongoing solution guidance, business, or architecture consultancy or competency development on the configuration, or integration of the SaaS Service.

2.6.2 Only one (1) SaaS Service Onboarding Lifecycle per year is included in Solution Guidance Services; however, a single Onboarding Lifecycle may include multiple SaaS Services during the same SaaS Service Onboarding Lifecycle. For illustration purposes, Customer

may purchase OneSpan Notary and OneSpan Sign under the same Order Document and they will both be onboarded during the same SaaS Service Onboarding Lifecycle (subject to the maximum annual Solution Guidance Service hours). However, if Customer purchases a SaaS Service and it is onboarded during a SaaS Service Onboarding Lifecycle, then later other Customer departments want to use the existing SaaS Service, the Customer must purchase additional onboarding hours separately if new-onboarding guidance is requested.

- 2.6.3 The scope of the SaaS Service Onboarding Lifecycle is limited depending on the SaaS Service ordered as defined at <https://www.onespan.com/saas-customer-success-package-scope>.

2.7 Ongoing Solution Optimization

- 2.7.1 **Support Service Reviews.** Supplier may, upon request, coordinate and conduct Recurring Service Reviews with the Customer as indicated in Table 1 to track service performance and identify continuous performance improvements to assist with meeting Customer's evolving requirements.
- 2.7.2 **Executive Business Reviews.** Supplier may prepare, coordinate, and conduct business review meetings at the executive level with the Customer as identified in Table 1 to review the Customer's account strategy, metrics and performance over time, evolving requirements, level of satisfaction, industry benchmarks, continued best practices, and any potential changes in the integrated platform.
- 2.7.3 **Early Access to Product Releases.** Supplier may provide early access to product releases for Customers who have purchased the Enterprise Elite subscription service.
- 2.7.4 **Release Alignment Updates.** Supplier may prepare, coordinate, and conduct release alignment meetings with the Customer to identify solution updates associated with each new product release of the SaaS Service. Supplier shall provide engineering guidance to the Customer to update their solution based on the updates associated with the latest product release as applicable to the SaaS Service.
- 2.7.5 **Architecture and Strategy Workshops.** Supplier may prepare, coordinate, and conduct periodic workshops with Customers who have purchased the Enterprise Elite subscription service to review evolving Customer architecture requirements and make recommendations on how best to adjust their integrated solution accordingly.
- 2.7.6 **Health Checks.** Supplier may prepare, coordinate, and conduct periodic health checks of the Customer's integrated solution and make recommendations on how to improve any performance inconsistencies for Customers who have purchased the Enterprise Elite subscription service.
- 2.7.7 **Use Case Review.** Supplier may prepare, coordinate, and conduct periodic workshops with Customers who have purchased the Enterprise Elite subscription service to review required use cases and provide guidance on how to implement them within the solution purchased.
- 2.7.8 **Best Practices Workshop.** Supplier may host a best practices workshop geared toward providing Customer with advice on implementing an efficient and scalable solution and optimizing time to value and facilitating adoption.

Table 1 – CS Packages

<u>Description</u>	<u>Core</u>	<u>Enterprise Essential</u>	<u>Enterprise Elite</u>
Onboarding + Go-live	Self-Service	Guided	Concierge
SaaS P1 & P2 Incident Support	Trust Center (24 x 7 Platform Support)	Telephone (24 x 7)	Telephone (24 x 7)
Support Case Channel (*)	CSP / Email	Telephone CSP / E-mail	Telephone CSP / E-mail
Knowledgebase & Developer Community	✓	✓	✓
Root cause analysis for P1 Incidents upon request		✓	✓
Service Level Objectives		✓	✓
Support Service Review Upon Request		1 per Year	1 per Month
Executive Business Review Upon Request		1 per Year	2 per Year
Success Plan		✓	Tailored
Adoption Guidance Workshop Upon Request		2 per Year	4 per Year
Priority Case Routing		✓	✓
Incident Manager		✓	✓
Solution Guidance Service		Guided	Tailored
Additional Use Case Review		✓	✓
Enterprise Best Practices Workshop		✓	Tailored
Maximum Annual Solution Guidance Service Hours		112 Hours**	160 Hours
New Release Alignment and Updates		At most 4 per Year	At most 4 per Year
Customer Success Manager		Shared	Named
Engagement Manager		Shared	Named
Solution Architect			Named
Designated Support Specialist			Named
Expedited case resolution through cadence calls			✓
Dedicated Hotline			✓
Architecture and Strategy Workshops			✓
Early Access to Product Releases			✓
Product Vision and Update ¹			✓
Proactive Health Checks			✓

(*) As per the Service Levels as defined in Tables 2.1 and 2.2 – Case Type Classification and Response Times Per Channel.

(**) Notwithstanding anything to the contrary in this Contract, the maximum annual Solution Guidance Service hours are as indicated above, except as otherwise specified in the Order Document.

¹ Product vision, roadmap, and update meetings are for informational purposes only and are not Supplier commitments to deliver (or not deliver) any particular product, feature or functionality.

Table 2.1 – Core Success – Case Classification and Response Times

Case		Channel	Response Time
I n c i d e n t	P1	E-mail and CSP Trust Center status updates (24 x 7)	8 Business hours
	P2	E-mail and CSP Trust Center status updates (24 x 7)	8 Business hours
	P3	E-mail and CSP	Next Business Day
	P4	E-mail and CSP	Commercially reasonable efforts
	Service Request (P3-P4)	E-mail and CSP	Next Business Day
	Request for Information (P3-P4)	E-mail and CSP	Commercially reasonable efforts

Table 2.2 – Enterprise Essential / Enterprise Elite – Case Classification and Response Times

Case		Channel	Availability	Response Time	Response Time SLO	Commencing Work	Status updates
I n c i d e n t	P1	Telephone	24 x 7	5 mins	100 %	<1 hour Work continuously	Every 1 hour
		E-mail and CSP	Business Days (24x5)	1 hour			
	P2	Telephone	24 x 7	5 mins	100 %	<1 Business Hour Work continuously during 24 x 5	Every 2 hours
		E-mail and CSP	Business Days (24x5)	1 hour			
	P3	E-mail and CSP	Business Days (24x5)	4 hours	95 %	8 Business Hours	-
	P4	E-mail and CSP	Business Days (24x5)	4 hours	95 %	8 Business Hours	-
	Service Request (P3-P4)	E-mail and CSP	Business Days (24x5)	8 hours	-	8 Business Hours	-
	Request for Information (P3-P4)	E-mail and CSP	Business Hours (8 x 5)	8 Business Hours	-	Commercially reasonable efforts	-

Table 3 – Incident Priority Matrix

			Impact		
			Low	Medium	High
			<ul style="list-style-type: none"> Affects few of Customers' Users (30 % or lower) Affects the operations in a production or non-production environment Customer experiencing low business impact 	<ul style="list-style-type: none"> Affects most of Customers' Users (>30 %) Affects the operations in a production environment Customer experiencing medium business impact 	<ul style="list-style-type: none"> Affects all Customers' Users Affects the operations in a production environment Customer experiencing high business impact
Urgency	Low	<ul style="list-style-type: none"> Customer is experiencing occasional stoppage Workaround is available Non-business critical functionality Examples include, but are not limited to, images missing on webpages, text errors, documentation issues 	P4	P3	P2
	Medium	<ul style="list-style-type: none"> Customer is experiencing a partial or occasional stoppage Work-around is cumbersome to use Business critical functionality Examples include, but are not limited to, performance degradation, non-production issues that block project execution, Service Requests, signed document packages not available, reports missing, document triggers not working properly, web administrator issues, rule creation issues 	P3	P2	P1
	High	<ul style="list-style-type: none"> Customer is experiencing continuous stoppage No workaround available to restore Customer to normal business operations Business critical functionality Examples include, but are not limited to, document signature request fails, authentication/signature verification fails, scoring requests fail 	P2	P1	P1

3. Conditions and Exclusions

CS Packages do not include:

- (a) Diagnosis and rectification of any error resulting from:
 - i. use of SaaS Service after CS Packages have terminated or expired
 - ii. direct or indirect operator error or omission
 - iii. failure of the Customer to implement recommendations advised by Supplier
 - iv. use, operation, or merger of the SaaS Service with hardware, software, or programming languages or in an environment other than that for which the SaaS Services are designed or authorized by Supplier
 - v. a bug, error, defect in, or failure of any software operating in conjunction with the SaaS Service not supplied or authorized by Supplier
- (b) Order status follow-up
- (c) Enhancements
- (a) Installation, configuration, backup or management of any third party software or hardware (such as operating systems, databases, network settings, backup systems, monitoring solution, Active Directory or other Windows Services, load balancers, server hardware, firewall.)
- (b) Custom documentation, development and training materials
- (c) Solution Guidance Services outside Service Hours. (Available at an additional expense through a separate agreement at the Professional Services rates as of the date the additional hours are purchased.)
- (d) Solution Guidance Services can be provided on-site at Customer's location subject to an additional travel and lodging expense billed separately.
- (e) More than one (1) SaaS Service Onboarding Lifecycle per year. Solution Guidance Services for additional SaaS Service Onboarding Lifecycles are available in a separate agreement at the Professional Services rates as of the date the additional hours are purchased.
- (f) More than the minimum number of workflows necessary to begin using the SaaS Service in Production. Solution Guidance Services for the integration of additional workflows are available in a separate agreement at the Professional Services rates as of the date the additional workflows are purchased.
- (g) Data migrations from other OneSpan implementations or implementation from other Suppliers. Solution Guidance Services for data migrations are available in a separate agreement.

If Customer requires assistance or service not covered by CS Packages, Customer may contact a Supplier representative to obtain the applicable Service at an additional cost.

4. Customer's Responsibilities

For the delivery of Support and Solution Guidance Services, the Customer must:

- (a) ensure sufficient access to the Internet for remote screen share when deemed necessary for expedited Resolution
- (b) ensure that the latest version of the SaaS Service is in use for optimal Support Service
- (c) ensure that Customer Designated Contact(s) (i) are up-to-date in their knowledge of the SaaS Service in its latest version; (ii) have access to all data relevant to the SaaS Service; (iii) provide Supplier with all information for proper issue diagnosis and troubleshooting, including information on the relevant environment (e.g. additional log-files) to reproduce the issue; and (iv) provide timely replies
- (d) not transfer to Supplier any Customer's client-related information unless anonymized
- (e) allow Supplier to carry out Support Service outside of Customer's normal working hours as may be necessary
- (f) give timely written notice to Supplier of any change in the Administrators

Failure of Customer to meet its responsibilities or provide sufficient information may heavily delay or render impossible the provisioning of Support Service or the provisioning of Solution Guidance Service.

5. Pricing; Term and Termination

5.1 CS Package.

(a) Core. Core CS Package is included in, are coterminous with and renew with the SaaS Service subscription. Customer may upgrade to Enterprise Essential or Enterprise Elite at any time during a term; however, Customer may not downgrade until the next renewal period.

(b) Enterprise Essential and Enterprise Elite. Enterprise Essential and Enterprise Elite CS Packages are charged at the rates indicated in the applicable Order Document. Enterprise Elite CS Packages are coterminous with and renew with the SaaS Service subscriptions. Customer may upgrade Enterprise Essential CS Package to Enterprise Elite CS Package at any time during a term; however, Customer may not downgrade until the next renewal period.

5.2 End of Life. Unless otherwise terminated in accordance with the terms herein, CS Packages and Products will expire pursuant to the End of Life Policy made generally available to Supplier's Customers on Supplier's website at <https://www.onespan.com/support/security/product-life-cycle>.