SAAS SUBSCRIPTION SCHEDULE

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 SaaS Service.
"Customer Success Package" mean the services described in the Customer Success Package Schedule found at https://www.onespan.com/customer-success-package-schedule.
"**Data**" means any content, materials, data and information that Customer or its Users enter into the SaaS Service. Data does not include any component of the SaaS Service or material provided by or on behalf of Supplier.
"Documentation" means Supplier's then-current, generally available written product guides and user manuals for the SaaS Service found at https://community.onespan.com/documentation , as may be updated by Supplier from time to time; but excluding any third party information.
"**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.
"**Personal Data**" has the meaning given to it in the Master Terms.
"SaaS Service" means the Software as a Service ("SaaS") as described in this Schedule, the applicable OneSpan SaaS Service Descriptions found at www.onespan.com/saas-service-descriptions, and the applicable Order Document.
"**Service Levels**" mean the service level availability standards specified at www.onespan.com/onespan-saas-sla.
"Service Term" means the subscription term applicable to the SaaS Service which begins on the Start Date and ends on the End Date (both as defined in the Master Terms).
"**Support Service**" means telephone help desk or email support available to Customer as described at www.onespan.com/saas-support.
"**System**" means the Supplier website, the computer equipment including the servers, software, and other technology, used by Supplier to provide the SaaS Service. System does not include Customer or third party provided servers, devices or networks used to access the SaaS Service.
"**Transaction**" has the meaning given to the applicable SaaS Service in the OneSpan SaaS Service Descriptions at www.onespan.com/saas-service-descriptions.
"**Users**" means individuals who are authorized by Customer to use the SaaS Service to process Transactions or access Content (as defined in the applicable OneSpan SaaS Service Descriptions).

2. Service Terms

2.1. Non-Exclusive Right to Use. Subject to this Contract, the Documentation, and the Service Use Guidelines and Service Conditions found at www.onespan.com/saas-service-use-guidelines-and-conditions
Supplier makes the SaaS Service available to Customer via the internet during the Service Term on a non-exclusive, subscription basis. Customer may grant access to the SaaS Service to its Users.

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 SaaS 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 SaaS Service and/or System, abuse, unauthorized use or access, SaaS 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 Rights in Data. As between Customer and Supplier, Customer owns all Data. Customer hereby grants to Supplier and its Affiliates a non-exclusive, worldwide, sub-licensable right to use the Data (i) to the extent necessary to perform the SaaS Service or as expressly permitted by Customer in this Contract or otherwise in writing, (ii) as necessary to provide support, address service issues and requests, improve or enhance the SaaS Service as permitted under applicable law, or otherwise enhance Customer's use of the SaaS Service, (iii) as required by law, regulation, or in accordance with governmental request or legal process; and (iv) to investigate or address security or integrity issues related to the Services or suspected misuse of the SaaS Services by Customer.

2.4 Support Services; Customer Success Package. Essential Support Services are included as part of the SaaS Service subscription. Enhanced Support Services and Customer Success Packages are available for purchase separately. Support Services and Customer Success Packages are available on a non-exclusive, non-transferable, subscription basis.

3. Provision of the Service

Supplier shall use commercially reasonable efforts to make the SaaS 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 SaaS 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 SaaS 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 has implemented administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the Data in its possession set out at www.onespan.com/privacy-and-security-terms. Without limiting the above, Supplier shall not: (i) modify the Data; or (ii) disclose the Data to third parties, except as necessary to perform the SaaS Service, or as expressly permitted by

Customer in this Schedule or otherwise in writing. If this Schedule is terminated, Supplier may delete Customer's Data from the SaaS Service after the termination or expiration of this Schedule or upon Customer's earlier written request.

Customer acknowledges that Supplier is a global organization with personnel and Affiliates worldwide, and accordingly agrees that Data (including Personal Data) may be accessed and processed by Supplier and its Affiliates in any jurisdiction in which they operate, including without limitation Asia, Australia, Canada, the European Economic Area, India, the Middle East, South America, and the United States, in each case in accordance with applicable Data Protection Laws (as defined in the DPA) and the Contract, subject to appropriate safeguards, including access controls, limitation to authorized personnel, and applicable data transfer mechanisms.

5. Use by Affiliates.

Customer may: (a) use the SaaS 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 SaaS 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 SaaS Service at least thirty (30) days prior to permitting access. Customer shall ensure that each of its Affiliates using the SaaS 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 SaaS 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 SaaS 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 SaaS Service and Supplier's Confidential Information; (ii) it has obtained the appropriate legal basis for processing of personal data or 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 SaaS 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 SaaS 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 SaaS 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 SaaS 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. Termination; Effect of Termination

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

7.1 Termination for Convenience. Subject to Section 7.2, Customer may terminate any Service Term for convenience with thirty (30) days notice by notifying Supplier in writing of its desire to terminate the SaaS Service. Termination of the Service Term is effective on the date Customer specifies in such notice.

7.2 Effect of Expiration; Termination. The SaaS Service will terminate as of the effective date of the termination of the Contract or Service Term. Termination pursuant to Section 7.1 (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.