SOFTWARE LICENSE SCHEDULE (ONESPAN SIGN)

ATTENTION: THIS SOFTWARE LICENSE APPLIES TO SUPPLIER SOFTWARE. IT DOES NOT PROVIDE FOR A SALE OR TRANSFER OF ANY INTELLECTUAL PROPERTY RIGHTS TO CUSTOMER. THE SOFTWARE IS LICENSED UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. Definitions

"**Administrator**" means Customer's employee(s) or authorized agent(s) designated as the Customer contact for management and support of the Software. Also known as the 'Customer Designated Contact'.

"Document" means 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, received or stored through the Software.

"Documentation" means Supplier's then-current, generally available written product guides and user manuals for the Software, as may be updated by Supplier from time to time; but excluding any third party information.

"Named User" means Customer's employee or agent who has been given login access credentials to the account by the Administrator for purpose of using the Software to initiate Documents for electronic signature on behalf of Customer. "Named User" does not include Participants.

"**Participant**" means a person or company, internal or external to Customer, identified and invited by a User, and whose role is limited to participating in the electronic signing or review of Documents.

"Software" means the machine readable object code version of all computer programs, listed in the Order Form, that Supplier makes generally available pursuant to this Contract and any Patch, Update or Upgrade to the Software provided as part of the Support Services.

"Support Services" means the maintenance and support services described in the applicable Schedule.

"**Transaction**" means a container or package associated with a unique transaction identifier and comprised of a maximum of ten (10) Documents (the "Transaction Limit") initiated or sent to one or more Participants through the Service by a User.

"**Users**" means collectively the Administrator(s) and Named User(s).

2. License; Payment

2.1. **Software License**. Subject to Customer's payment of the applicable fees and for the Term set forth in the Order Document, Customer is granted a limited non-exclusive, non-transferable, right to use the Software and to make a reasonable number of copies for archival, back-up, disaster recovery, testing and training purposes in accordance with the terms of this Contract and the applicable Order Document for the Term set forth in the Order Document.   Customer's use is subject to any other restrictions set forth in the Order Document.

2.2. **Delivery**. Delivery of the Software will be considered completed upon Supplier making the Software available for download from Supplier's designated website. Following execution of an Order Form or provision of an Order Confirmation, Supplier will deliver an electronic notification to Customer of the Software availability for download. Unless otherwise indicated, delivery of any specific Software product will take place on the Effective Date .

2.3. **Reporting of Software Usage**. Except as otherwise set forth in the Order Document, on a quarterly basis, Customer shall report the quarterly Document volume and/or Transaction volume processed by the Software in the preceding calendar quarter. Usage in excess of the limitations set forth in the applicable Order Document will result in additional fees payable by Customer.

2.4. **Payment.** In addition to the Commercial Terms in the Master Agreement, Software licensed on a term basis shall be invoiced for its entire License Term in advance

3. Limits; Restrictions.

3.1. **Document Limits**. Unless otherwise specified in the Order Document any Documents in excess of the Document Limit will create one or more additional new Documents for which Customer will pay the applicable fees per the Order Document**.**

3.2. **Transaction Limits**.   Unless otherwise specified in the Order Document, any Documents in excess of the Transaction Limit will create one or more additional new Transactions, for which Customer will pay the applicable fees per the Order Document.

3.3. **Use of the Software.** Customer is solely responsible for ensuring that its' use of the Software complies with all applicable laws, including any electronic signature, consumer, data protection, data privacy and export control laws and determining whether any particular contract can be legally formed by electronic signatures. Supplier shall not be considered a party to any Document, and Supplier makes no representation or warranty regarding any Document, transaction, agreement or contract sought to be effected or executed using the Software. Customer may elect to deploy features within the Software designed to verify the identity of the Participants ("Authentication Measures"). Supplier makes no representations or warranties regarding the appropriateness of such Authentication Measures and whether Customer's Participants have the necessary knowledge or ability to successfully meet such Authentications Measures. Authentication Measures may be governed by separate Schedules.

3.4. **Restrictions**. Customer shall not (i) translate, reverse engineer, decompile, disassemble or attempt to derive the source code or object code of the Software, except to the

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extent expressly permitted by applicable mandatory law and only after first notifying Supplier; (ii) rent, lease, assign or otherwise transfer the Software, except as expressly agreed by Supplier in writing; (iii) modify the Software or merge all or any part of the Software with any unauthorized program, unless the Software is designed and intended for such use or Supplier approves such use in writing;(iv) modify or delete any copyright, trademark, or other proprietary rights notice on the Software and/or related Documentation, (v) copy, except to the extent permitted in this Contract or by applicable law; (vi) fail to reproduce Supplier's copyright, trademark or proprietary rights notices on each copy, or impair in any way Supplier's copyright, trademark or other proprietary rights; or (vii) use or allow the use of Supplier Software in violation of U.S., European and other applicable export regulations, or for any other unlawful activity or in any unauthorized manner. Except as explicitly provided for in this Contract, the rights granted to Customer hereunder may not be sublicensed by Customer, nor shall Customer allow others to copy or use the Software and the Documentation except as specifically permitted pursuant to the Documentation.

4. Termination

In addition to the termination provisions of the Master Terms, Customer may terminate the Order Document at any time without right to refund.

5. Limited Software Warranty

5.1. Supplier warrants that the Software will (i) conform to published Documentation in effect on the date that Customer receives the Software, and (ii) perform substantially as described in the accompanying Documentation for a period of ninety (90) days after delivery provided that (a) the Software has been properly installed, (b) Customer submits to Supplier within the warranty period a written warranty claim describing in sufficient detail the nature of the defect, and (iii) the cause of defect was not (a) Customer's negligence or tampering

with the Software, (b) repair, correction, or modification of the Software not provided or authorized by Supplier, (c) an error, bug, defect or failure of other software used in conjunction with the Software, or by (d) the Software's interaction or use in conjunction with products, technology, software, hardware, equipment or systems not expressly identified in the Documentation. Customer acknowledges that (y) the Software may not satisfy all of Customer's requirements, and (z) use of the Software may not be uninterrupted or error-free. Customer further acknowledges that the Software license fees and other charges contemplated under this Contract are based on the limited warranties, disclaimers and limitations of liability in this Contract and that such charges would be substantially higher if any of these provisions were unenforceable.

5.2. In case of a breach of the warranty set forth above or any other duty related to quality, Supplier will, at its option, correct or replace the defective Software or, if Supplier determines that this is not practicable, Supplier or its authorized reseller will accept return of the defective Software in exchange for a refund of the price Customer paid for such Software for the period during which the Software was not usable. Customer acknowledges and agrees that this Section 5 sets forth Customer's exclusive remedy and Supplier's exclusive liability for any breach of warranty or other duty related to the quality of the Software.

6. Disclaimer

Supplier makes no warranty or assurance of any kind for third party products or services, including Software derived from third-party software as well as Open Source Software. "Open Source Software" means any software for which the human-readable program instructions known as source code are made freely available to the public to inspect, copy, modify and distribute. Open Source Software is made available subject to any applicable third party license agreement accompanying such software.

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