

PROFESSIONAL SERVICES SCHEDULE

1. Definitions

“**Business Day**” means every Supplier working day from Monday to Friday. If Customer is in the Middle-East region, “**Business Day**” includes every Customer working day from Sunday to Thursday, excluding in any case Supplier Holidays listed at <https://www.onespan.com/support/> or other hyperlink communicated by Supplier.

“**Change Request**” means any request by either party for changes to the SOW scope and/or the estimated budget.

“**Day**” or “**Man-day**” means a period of eight (8) business hours within a Business Day.

“**Deliverable**” means the Supplier’s output in stated Project phases or activities, in the nature and form described in the SOW.

“**Professional Service(s)**” means the professional services described in the SOW to be performed for the named Customer by Supplier’s qualified personnel, remotely at Supplier’s premises and/or on-site at the Customer’s or other premises identified in the SOW.

“**Project**” means the project identified in the Statement of Work.

“**Project Fees**” mean the cost of Professional Services, which may be either fixed fees or based on time and materials, as stated in the SOW.

“**Reimbursable Expenses**” include but are not limited to all out-of-pocket expenses for Project materials, supplies, document reproduction, shipping, telephone charges, reasonable travel, lodging and meal expenses incidental to the provision of Professional Services.

“**SOW**” means the Statement of Work containing the Professional Services scope and agreed Project details, subject to the Contract.

2. Customer Responsibilities and Resources

The Customer must appoint a project manager to coordinate all aspects of the Project (the “**Project Manager**”) and, at no charge to Supplier, to fulfill requirements such as:

- Plan activities, oversee, and manage the Customer’s resources, employees, and contractors
- Coordinate issue management and resolution
- Manage Project changes
- Prepare and make available documentation describing the use cases, and all information necessary and relevant to the success of the Project
- Respond timely to Project requirements, clarification, and issues
- Promptly notify Supplier of Project-related problems such as deficiency or dissatisfaction with respect to Supplier’s performance of the Professional Services, any Deliverable, or any Supplier employee
- Operate and manage the relevant platform and application
- Satisfy Customer-related key assumptions stated in the SOW

3. Estimated Project Schedule

The estimated Project schedule in the SOW and any proposal for Professional Services is based on Supplier best practices, without estimation of delays such as in the performance of Customer’s responsibilities, availability of its resources, or delays introduced by environment infrastructure.

The actual Project start date will be determined based on the availability of the required Supplier and Customer resources.

4. Project Fees

Project Fees strictly cover only the specific activities and the time defined in the SOW. Customer will pay the Project Fees, Reimbursable Expenses, and any additional service fees contemplated in the SOW, within thirty (30) days of invoice date. For Professional Services delivered pursuant to an Order Document under \$2,000, Customer shall pre-pay the Project Fees, and the Order Document is considered the invoice. The invoice is delivered electronically and may be issued on completion of 25%, 50%, and/or 75% for fixed fee Projects, or monthly for Project Fees charged on time and materials basis. Fixed fee based Projects are not adjustable except as a result of changes in the work to be performed under the SOW, following the Change Request procedure below.

Professional Service and Deliverables of Projects on time and materials basis are charged at hourly rates stated in the SOW and are invoiced based on actual time expended, rounded to the nearest hour.

Supplier may realign the number of hours allotted to the specified resources without a Change Request only if the estimated total charges are not exceeded. Supplier will submit such realignment of allotted hours or resources for the Customer Project Manager’s approval, which shall not be unreasonably withheld.

All unused prepaid Professional Services shall expire one (1) year from the relevant Order Document or SOW Effective Date and shall be forfeited without refund or credit to Customer.

Unless otherwise stated in the applicable SOW, SOWs submitted for signature are only valid for thirty (30) days from SOW Date indicated therein.

5. Completion/Acceptance Criteria

The Professional Services are accepted by default ten (10) days after completion of the final activity and/or Deliverable.

Supplier obligations are fulfilled on the occurrence of any of the following:

- Supplier performs the Project activities described in the SOW, including delivery to Customer of the Deliverables;
- Supplier exhausts the estimated hours of Professional Services specified in the Estimated Charges or any subsequent Change Request; or
- Customer terminates the Project or Supplier terminates the SOW.

6. Change Request Procedure

Change Requests must be indicated in the Change Request (CR) form below, observing the procedure as follows:

- (a) The requesting Project Manager must describe in the CR form the change and its impact on the Project.
- (b) The requested change will be reviewed by both the Project Manager and Supplier, and jointly approved for further investigation, or jointly rejected.
- (c) Supplier will determine charges due on the investigation, as applicable, and/or costs and fees for the requested change.
- (d) If the investigation is authorized, the parties will sign the CR that will constitute approval for the investigation charges.
- (e) Supplier will invoice Customer for any such charges. The investigation will determine the effect that the implementation of the CR will have on price, schedule

and other terms and conditions of the SOW.

- (f) A written Change Request must be signed by both parties to authorize implementation of the investigated changes.
- (g) Change Request Form – see Exhibit A – Change Request.

7. Cancellation/Termination

7.1. Cancellation. Should Customer cancel the Contract, in whole or in part before or during the delivery of the Professional Services, Customer shall pay 25% of the Project Fees or, if efforts have been expended, a sum prorated to efforts expended plus 25% of the Project Fees, Reimbursable Expenses, duties and taxes, as applicable.

7.2. Termination. The Contract terminates when both parties have fulfilled their obligations thereunder.

8. Ownership

Ownership of materials and documentation originated and submitted by the Customer under the SOW belongs exclusively to the Customer. Customer acknowledges that all patents, copyrights, trade secrets, and other intellectual property and proprietary rights in or to the work product including in Deliverables that Supplier may create for or provide to Customer under the SOW are and will remain exclusively owned by Supplier or its licensors.

Supplier grants Customer an indefinite term, non-exclusive, limited right to use, reproduce, and execute the Deliverables solely for the Project, for Customer's internal business, and in connection with the Supplier software and/or hardware products separately licensed or supplied to the Customer. Customer shall not distribute, transfer, disclose, or provide the use of the Deliverables to any third party other than as expressly permitted in the SOW. Any permitted use or disclosure to a third party shall be subject to the same confidentiality obligations as between the Customer and Supplier. Deliverables exclude Supplier's proprietary products or derivative works thereof obtained by Customer under a separate software license or other agreement.

9. Warranty

Supplier warrants that (i) it will use commercially reasonable efforts to perform the Professional Services in a timely and workmanlike manner, and (ii) the Deliverables will substantially conform to the specifications set forth in the SOW upon delivery, provided that Customer gives written notice to Supplier of any non-conforming Deliverables within ten (10) days from completion of the Deliverable.

In case of breach of this warranty or any other legal duty to Customer, Supplier's exclusive liability and Customer's exclusive remedy is the re-performance of the Professional Services, or the correction or replacement of the Deliverable. If Supplier determines that such remedies are not practicable, Supplier will (i) refund the Project Fees paid, or (ii) reduce the Project Fees reasonably allocable to such Professional Services or Deliverable. Supplier assumes no responsibility for services made available through or provided by independent third parties except when authorized by Supplier such as Supplier's subcontractor, or as required under applicable law.

10. Incorporated SOWs

Other than as indicated below, Professional Services ordered by Customer shall be described in a SOW executed by the parties which shall incorporate this Contract by reference.

The SOWs indicated below are incorporated into this Contract if Customer orders the following Professional Services Packages:

- (a) Intelligent Adaptive Authentication – Retail Banking
Starter Package: www.onespan.com/iaa-retail-banking-ps
- (b) Intelligent Adaptive Authentication – Corporate Banking
Starter Package: www.onespan.com/iaa-corp-banking-ps

11. Additional Conditions

11.1. Additional Responsibilities. Customer agrees to (i) fully cooperate with Supplier, (ii) provide information and assistance as Supplier may reasonably request, and (iii) fulfil its responsibilities required in the SOW and in any schedule thereto.

Customer must provide adequate facilities and access with assistance of or via the Project Manager (as reasonably necessary) for on-site performance of the Professional Services. Customer acknowledges and agrees that successful provision of the Professional Services depends on the Customer's performance of its responsibilities herein and under the SOW. Delay in any phase of the scheduled Professional Services by more than 48 hours due to any act or omission attributable to the Customer or within its control, including Customer's failure to fulfil its obligations such as to make payments when due, to timely provide accurate and complete information, may result in delay in the scheduled completion of the Project or individual phases of the Project. The parties agree to adjust any schedule in the SOW accordingly. Customer shall pay Supplier for the extended, additional, or remedial work at Supplier's then current standard rates. Customer is not responsible for any extension period caused by circumstances solely within Supplier's control.

Customer shall be solely responsible for the custody, storage, safekeeping, and proper use of all Deliverables delivered by Supplier under any SOW, including material components of Deliverables that may be necessary for future development or modification.

11.2. Independent Contractor; Subcontractors. Each party is an independent contractor and does not constitute by the Contract for Professional Services a partnership, joint venture, agency, contract of employment, or any other relationship. Supplier may subcontract any part of the Professional Services to third parties without Customer's consent. Supplier or its subcontractors are solely responsible for obtaining and maintaining appropriate insurances for its SOW activities, such as comprehensive general liability (bodily injury and property damage) and professional liability insurance.

I. PROJECT CHANGE REQUEST

General Information

Client Name:	<input type="text"/>	Change Number:	<input type="text"/>
Project Description:	<input type="text"/>	Project Code:	<input type="text"/>
OneSpan Project Manager:	<input type="text"/>	Master Contract Date:	<input type="text"/>
Requested by (client):	<input type="text"/>	Request Date:	<input type="text"/>

Details of Change request

Description of Change:	<input type="text"/>		
Reason for Change:	<input type="text"/>		
Estimate of time needed to determine scope of change request:	<input type="text"/>	Client Approval for Estimate to be provided on a T&M basis:	<input type="text"/>

Impact of Change

Impact on Schedule:	<input type="checkbox"/> Delay	<input type="checkbox"/> Accelerate	<input type="checkbox"/> No Change
Description of Impact on Schedule:	<input type="text"/>		
Impact on Development:	<input type="checkbox"/> Development Needed	<input type="checkbox"/> No Development Needed	
Description of Impact on Development:	<input type="text"/>		
Impact on Cost:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Change
Cost of Change:	<input type="text"/>		

2. APPROVALS

The approvals below indicate that the signing parties have reviewed and accepted the requirements as described in this document.

Unless specifically changed in this change order, the terms and conditions of the Master Contract, as amended, and subsequent SOWs remain in full force and effect.

Agreed to by OneSpan:

Agreed to by Company Name:

NAME

NAME

DATE

DATE