

MAINTENANCE AND SUPPORT SERVICE SCHEDULE

Definitions:

- “Appliance”** means the complete hardware-based authentication and security solution for the Supplier appliance.
- “Appliance Maintenance”** means the maintenance service in the form of repair or replacement of defective Appliance, more particularly described in Exhibit C, as applicable.
- “Business Day”** means every working day from Monday to Friday excluding Supplier Holidays listed at <https://www.onespan.com/support> or other hyperlink communicated by Supplier. For Middle-East Customers, “Business Day” means every working day from Sunday to Thursday.
- “Client Software”** means the machine-readable object code version of a Supplier Software such as OneSpan Mobile Security Suite software that is either embedded in a Supplier Hardware or downloaded and installed on a client device, including activation codes and related Documentation.
- “Confidential Information”** means, with respect to either party, any proprietary and confidential information such as trade secrets, inventions, research and development activities, specifications and know-how on current and future products, processes, operating and testing procedures, test results, product pricing, customers list, markets, business plans, financial data, contractual terms, Documentation, records, studies, reports, software, and software source code, whether or not marked confidential, which by its nature should be treated as confidential, and which the disclosing party desires to protect against unrestricted disclosure.
- “Customer Designated Contact(s)”** means the individual(s) identified by Customer authorized to obtain Support Service.
- “Customer Portal”** means the Customer portal/My Maintenance section on the Supplier website cp.onespan.com where Customer can obtain Software Maintenance and Technical Product Information.
- “Defect”** means an error or combination of errors in the Supported Software resulting in its failure to function in accordance with the Documentation, excluding any error or failure resulting from events described in section 2.3(a) (ii) through (vi).
- “Defect Correction”** means a modification making the Supported Software substantially conforming to the Documentation, or a procedure or routine that, when observed in the regular operation of the Supported Software, eliminates any material adverse effect on Customer of such Defect.
- “Documentation”** means the written specifications, guides, or manuals accompanying the Supported Software and made generally available by Supplier.
- “Effective Date”** means the date of the last signature, unless otherwise expressly agreed.
- “End of Life Announcement”** means Supplier’s communication to Customer of the End of Sales Date and the End of Support Date for a Product.
- “End of Sales Date”** means the date when Supplier ceases to sell a Product or Service and the date when the Product, Service, and Support Service are removed from the price list.
- “End of Support Date”** means the date when Supplier ends Support Service for a Product or Service, occurring after the End of Sales Date.
- “Final Response”** means Supplier’s final answer to an Incident or the last statement of Supplier that closes the Incident.
- “Hardware”** means the authentication devices and appliances that Supplier makes generally available pursuant to a separate agreement, such as the DIGIPASS devices and the Supplier Appliance, but excluding any computer programs embedded or enclosed therein.
- “Helpdesk”** means the Supplier Support center with respective Levels 1, 2, and 3 Support Engineers attending to the Incident.
- “Incident”** means a logged request for Support Service addressed to Supplier by the Customer Designated Contact. An Incident typically includes a description of the Defect, or a technical or other post-sales problem involving a Supported Software.
- “Initial Response”** means Supplier’s first response to the Customer Designated Contact acknowledging receipt of the Support Service request and assigning an Incident number to track all related communication. It may but does not have to include a Final Response.
- “Maintenance Period”** means typically one (1) year during which Software and Appliance Maintenance is made available to Customer.
- “Mandatory Maintenance”** means Software Maintenance required for the first year of purchase of Supported Software licensed on unlimited term; also Appliance Maintenance required for the first year of purchase of Supplier Appliance.
- “Non-Stop Support”** (applicable only to Non-Stop Support orders) means availability of Support Service to the Customer twenty-four (24) hours a day, seven (7) days a week under the terms of Exhibit B: Non-Stop Support (“Exhibit B”).
- “Occurrence”** (applicable only to Non-Stop Support) means the frequency within a Contract term of non-fulfillment of service levels described in section 4 of Exhibit B.
- “Patch”** means a piece of Software designed to fix problems with or update a computer program or its supporting data; this includes but is not limited to fixing bugs, replacing graphics and improving usability or performance.
- “Product(s)”** means Hardware and Software made available pursuant to a separate purchase or license agreement.
- “Server Software”** means the Supplier Software designed for installation and use on a computer server and includes the software platform OneSpan Authentication Server Framework and OneSpan Authentication Server with which other Supplier Products are licensed to operate.
- “Service(s)”** means Support Service and/or other services made available to Customer pursuant to a separate agreement with Supplier.
- “Service Pack”** means a bundle of Patches to Supported Software delivered in the form of a single installable package.
- “Service Release”** means a bundle of Updates, Upgrades and Patches to Supported Software delivered in the form of a single installable package.
- “Severity Level”** means the level of impact of a Defect determined mutually by Supplier and the Customer based on criteria in Exhibit A: Severity Level Classification Matrix (“Exhibit A”).
- “Software”** means the machine readable object code version of all computer programs, activation codes, and Documentation that Supplier makes generally available pursuant to a separate license, purchase, or other agreement, and any Patch, fix, Update, or Upgrade.
- “Software Maintenance”** means Updates, Upgrades, and Patches for the Supported Software more specifically described in section 4.

“Standard Support” means Support Service described in section 2 and available during service hours on Business Days in the Customer’s region identified in section 2 of this Schedule.

“Support Service” means remote assistance in post-sales trouble-shooting of Supported Software provided to the Customer during Business Days for Standard Support, or 24x7 under additional conditions in Exhibit B for Non-Stop Support.

“Support Engineer” means a Supplier employee or agent trained in Supplier Products portfolio including the Supported Software.

“Supported Software” means one or more Software for which Support Service is purchased.

“Technical Product Information” means knowledgebase articles, “How-To” User Guides on how to use Products and respective Maintenance, and/or Product FAQ: Questions and Answers asked and/or answered by customers of Software Maintenance and/or by Supplier.

“Update” or “Minor Release” means any release of Supported Software that does not add new features or content; typically intended to solve minor problems such as bugs or security issues.

“Upgrade” or “Major Release” means any release of Supported Software that includes significant changes in function or functionality of a prior version of the Supported Software. A Major Release is generally identifiable by a change in the first digit of the Product Release number. Licensor reserves the right to declare individual releases as a Major Release, regardless of digit changes.

1. Introduction

Software Maintenance and Support Service are available on Software duly registered with Supplier, installed, integrated, and operated according to Supplier specifications. Software Maintenance and Standard Support are available for Supported Software licensed on a limited or unlimited term. If an End of Life Announcement applies to a Supported Software, Support Service will remain available after the End of Sales Date until the End of Support Date.

Customer has the right to call the Supplier Helpdesk and to receive assistance and telephone, email, and web-based support on any Defect and post-sales technical problems involving the Supported Software.

2. Standard Support

2.1 Service steps. Supplier Helpdesk provides assistance, as follows:

- (a) Receives technical questions on Supported Software from the Customer Designated Contact via e-mail, telephone, or web-based inquiry
- (b) Analyzes technical questions in accordance with section 2.4
- (c) Provides Initial Response to the Customer Designated Contact via e-mail and/or telephone
- (d) As necessary, may require remote connection to the Customer’s infrastructure
- (e) As necessary, provides remote diagnosis for a better classification of the Incident
- (f) Provides Final Response to the Customer Designated Contact.

2.2 Response time. Supplier sends Initial Response within four (4) business hours from receipt of an Incident, and will provide all assistance and actions to resolve the Incident with reasonable commercial efforts and within a reasonable time.

If the Customer does not receive Initial Response within four (4) business hours on a Support Service request sent by email, the Customer acknowledges that the Service Request was not successfully logged. Supplier recommends telephone-based requests to facilitate the Initial Response.

Support Service requests with Severity Levels 1 & 2 must be logged by telephone.

On any Incident logged by the Customer as a Defect but ultimately determined by Supplier not to be a Defect, the Customer agrees to reimburse Supplier for extra service costs thus incurred on a time and materials basis if the investigation exceeds reasonable commercial efforts.

2.3 Exclusions. Support Service does not include:

- (a) Diagnosis and rectification of any error resulting from:
 - (i) use of Supported Software after the End of Support Date
 - (ii) direct or indirect operator error or omission
 - (iii) failure of the Customer to implement recommendations in respect of solutions or workarounds previously advised by a Support Engineer
 - (iv) use, operation, or merger of the Supported Software with hardware, software, or programming languages or in an environment other than that for which the Supported Software is designed or authorized
 - (v) modifications to the Supported Software not made or authorized by Supplier
 - (vi) a bug, error, defect in, or failure of any software operating in conjunction with the Supported Software
- (b) Step-by-step installation as described in the manuals or “readme files” (remote or on-site)
- (c) Step-by-step integration/configuration as described in the integration white papers (remote or on-site)
- (d) Consultation or inquiry, administration, configuration, design, training, customization, and database repair related to other Supplier Products
- (e) On-site assistance
- (f) Order status follow-up
- (g) Return Material Authorization (RMA) related inquiries
- (h) Support for specific Hardware such as DIGIPASS or other identified device.

If Customer requires assistance or service not covered by Support Service, Customer may contact a Supplier representative to obtain the applicable Service.

2.4 Incident Qualification by Severity Level. Supplier’s efforts to respond to an Incident depends on the Severity Level of each identified Defect. Supplier and Customer qualifies an incoming Incident as any one of four (4) Severity Levels described in Exhibit A, considering the impact and urgency of the problem and its effect to Customer critical business.

Supplier deems an Incident related to unlocking of a DIGIPASS, importing of dpx files, and DIGIPASS user interface questions such as battery usage as “not business critical” and classified as Severity Level 3 or 4.

Supplier reserves the right to undertake resolution on an Incident classified as Severity Level 3 or 4 together with the next or subsequent Minor or Major Release of the Supported Software.

2.5 Incident Escalation Levels. A Final Response may be provided by any of the Support Engineers performing the following activities:

Level 1: Level 1 Support Engineer will:

- determine Severity Level
- verify whether Customer’s use of the Supported Software falls within the designated scope
- determine whether the observed behavior of Supported Software is in line with its functional description in the Documentation
- upon review of the Incident, reasonably determine if the Incident represents a Defect
- refer to known knowledgebase articles and available problem resolutions to propose one or more available workarounds.

An Incident that is solved will be closed with a Final Response; otherwise, the Incident escalates to Level 2 Support Engineer.

Level 2: Level 2 Support Engineer will perform in-depth analysis of the Incident. Together with the Customer, Level 2 Support Engineer will try to create an identified pattern to reproduce the issue in the Customer’s environment or in the Supplier test environment. Issue reproduction includes additional troubleshooting and debugging, and requires timely feedback and full cooperation of the Customer. An Incident that is solved (e.g. through configuration changes) will be closed with a Final Response; otherwise, the Incident escalates to Level 3 Support Engineer.

Level 3: Level 3 Support Engineer will suggest either configuration changes or the creation of a specific Patch. Customer will receive a Final Response.

3. Service Regions and Service Hours

The Supplier Helpdesk is organized per region. The Customer Designated Contact must contact the Supplier Office within service hours indicated for specified Supported Software and the region where Customer is located.

- 3.1** For Support on OneSpan Software (such as OneSpan Authentication Server Framework, OneSpan Authentication Server, OneSpan Mobile Security Suite, Cronto Software, CertiID), contact Supplier at support@onespan.com or via telephone:

Region / Country	Telephone Number	Service Hours* on Business Days
Australia / New-Zealand	+61 2 8061 3709	9AM-5PM UTC/GMT +10-11 hours
Asia	+65 6323 2870	9AM-5PM UTC/GMT +8 hours
Middle-East	+32 2 609 9770	9AM-5PM GST – UTC/GMT +4 hours on Customer Business Days AND 8AM-6PM CET – UTC/GMT +1 hour on Supplier Business Days
Europe	+32 2 609 9770	8AM-6PM CET – UTC/GMT +1 hour
Russia	+32 2 609 9770	8AM-6PM CET – UTC/GMT +1 hour
Africa	+32 2 609 9770	8AM-6PM CET – UTC/GMT +1 hour
North-America	+1 508 366 3437	9AM-5PM EST – UTC/GMT –5 hours
South-America	+1 508 366 3437	9AM-5PM EST – UTC/GMT –5 hours
Japan	+81 3 3507 5750	9AM-5PM – UTC/GMT +9 hours

* Depends on daylight saving time

Support Service is offered in English or the local language of the regional office (e.g. Japanese).

- 3.2** Support on OneSpan Sign Software is available only on Supplier Business Days. Please contact Supplier at sign.support@onespan.com or by telephone at:

Region / Country	Phone number	Service Hours* on Business Days
North America	1.855.MYESIGN (1.855.693.7446) +1.514.904.1594	8AM–8PM EST
Europe	UK	8AM-6PM CET (UTC/GMT +1)
	Belgium	
	Germany	
Australia	+61 2 8061 3750	9AM-5PM UTC/GMT +10-11 hours

* Depends on daylight saving time.

Support Service is offered only in English.

4. Software Maintenance

Supplier will, from time to time, provide Major Releases and/or Minor Releases individually or bundled as Service Releases. Supplier typically numbers Software Maintenance using the “x.y.z” scheme, where a change in the “x” digit usually signifies a Major Release, while a change in “y” or “z” digit usually signifies a Minor Release or a Patch. Supplier reserves the right to declare individual releases as Major Releases, regardless of digit changes.

Supplier creates Patches to address specific or isolated issues in a specific Supported Software version. A Patch may involve replacement of binaries (.exe, .dll, etc.), and is delivered with a “readme file” describing the issue addressed and with instructions on how to apply the Patch. Each Patch is identified by a unique Patch number within the specific Supported Software version. Patches may also be bundled and made available as Service Packs.

4.1 Availability. Patches, Minor and Major Releases, Service Packs and Service Releases, as well as the Technical Product Information are made generally available to all licensees of Supported Software, and may be obtained by the Customer at the Customer Portal or the Developer Portal, whichever the case may be.

4.2 Exclusions from Software Maintenance. Software Maintenance excludes the following services, except as agreed otherwise in writing:

- (a) Remote Assistance (installing, configuring or troubleshooting the OneSpan Products)
- (b) On-site assistance from a Support Engineer

4.3 Warranties.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES WITH RESPECT TO THE PRODUCTS AND SERVICES, WHETHER EXPRESS, IMPLIED, ARISING BY LAW, CUSTOM, USAGE OF TRADE, PRIOR ORAL OR WRITTEN STATEMENTS BY OneSpan INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF CONDITION OR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

5. Customer’s Responsibilities

5.1 The Customer must:

- ensure sufficient access to the internet
- use Software Maintenance only for the number of license to Supported Software that the Customer purchased
- not translate, reverse engineer, decompile, modify, or disassemble Software Maintenance except to the extent expressly permitted by applicable mandatory law
- ensure that the latest version of the Supported Software is in use for optimal Support Service
- ensure that Customer Designated Contact(s) (i) are up-to-date in their knowledge of Supported Software in its latest version; (ii) have access to all data relevant to the Supported Software; (iii) provide Supplier Helpdesk with all information for proper Incident diagnosis and troubleshooting, including information on the relevant environment (e.g. additional log-files) to reproduce the Incident; and (iv) provide timely replies
- not transfer to Supplier any Customer’s client-related information unless anonymized
- allow Supplier to carry out Support Service outside of Customer’s normal working hours as may be necessary such as to complete repair work or a trouble-shooting phase
- give timely written notice to Supplier of any change in the Customer Designated Contact(s)
- not resell, lease, assign, or otherwise transfer Software Maintenance and/or Support Service except as expressly agreed with Supplier in writing.

The Customer acknowledges that non-fulfillment of Customer’s responsibilities or insufficient information may heavily delay or render impossible the provisioning of Support Service.

6. Term

Maintenance and Support for Supported Software licensed on a limited term is coterminous and renews with the license.

Maintenance and Support Service purchased separately has a term of one (1) year from the Effective Date or such other mutually agreed start date (“Initial Term”) and renews annually (“Renewal Term”) unless either Party opts out of a renewal with thirty (30) days’ written notice made before the end of the Initial Term or any Renewal Term, or unless terminated for cause.

Without any express termination, Maintenance and Support Service will expire at the end of one (1) year following the End of Sales Date communicated to the Customer in the End of Life Announcement for the Supported Software.

Exhibit A: Severity Level Classification Matrix

Severity Levels		IMPACT			
		Low	Medium	High	
		<ul style="list-style-type: none"> - Affects the operation of software in a production capacity - Or in a Pre-Production environment - < 30% Users 	<ul style="list-style-type: none"> - Affects the operation of software in a production capacity - > 30% of Users 	<ul style="list-style-type: none"> - Affects the operation of software in a production capacity - All users 	
URGENCY	Low	<ul style="list-style-type: none"> - Occasional Stoppage of the operation of the Software - Business process affected - Work-around available 	4	3	2
	Medium	<ul style="list-style-type: none"> - Occasional Stoppage of the operation of the Software - Business process affected - Work-around is cumbersome to use 	3	2	1
	High	<ul style="list-style-type: none"> - Continuous stoppage of the operation of the software - Or substantial stoppage of development or implementation activities - No workaround 	2	1	1

Exhibit B: Non-Stop Support

See Exhibit B to Maintenance and Support Schedule – Non-stop Support here: <https://www.onespan.com/non-stop-maintenance-and-support>.

Exhibit C: OneSpan Authentication Server Appliance Maintenance Terms and Conditions

A. Definitions:

- “Defective Hardware”** means OneSpan Authentication Server Appliance and/or the Hot Swappable Spare Parts (HSSP) with a Hardware Defect.
- “Hardware Defect”** means a defect identified as a fault in manufacture and materials, or due to deterioration from normal use, but excluding paint deterioration and any other defects or causes of defects.
- “Reseller”** means the authorized reseller of OneSpan Products that supplied the OneSpan Appliance to the Customer.

B. Preconditions:

1. For the first year upon purchase of an OneSpan Authentication Server, Standard Exchange is mandatory and purchased together with the OneSpan Authentication Server.
2. OneSpan Authentication Server Maintenance may be purchased only with Software Maintenance.
3. Advanced Replacement may be purchased only with Standard Exchange.

C. Description:

1. **Standard Exchange** involves repair or replacement of Defective Hardware within the next Business Day from OneSpan's receipt of Defective Hardware.
2. **Advanced Replacement** involves advance delivery to the Customer of replacement OneSpan Appliance, on condition that the Customer delivers to OneSpan the Defective Hardware within 30 days from receiving the replacement OneSpan Appliance.

D. Procedure:

1. For any defect in the OneSpan Authentication Server Appliance 3000, 5000 or 9000 Series, or HSSP occurring during the Appliance Maintenance term, the Customer must contact OneSpan or the Reseller and provide the information that OneSpan considers necessary or pertinent for the delivery of the Service.
2. OneSpan will issue a Return Material Authorization (RMA) document if it is determined that the reported problem is a Hardware Defect within the scope of Standard Exchange or Advanced Replacement, as applicable.
 - (a) Per RMA on Standard Exchange, the Customer must deliver Defective Hardware to the address stated in the RMA document for OneSpan to carry out repair or replacement.
 - (b) Per RMA on Advanced Replacement, within the next Business Day following issuance of the RMA, OneSpan will ship the replacement OneSpan Appliance to Customer or to the Reseller, for delivery to Customer, provided that within 30 days from receipt of replacement OneSpan Appliance, the Customer must deliver the Defective Hardware to OneSpan at the address stated on the RMA document.
 - (i) Customer's failure to deliver the Defective Hardware entitles OneSpan to issue an invoice for then current price of the replacement OneSpan Appliance, plus applicable delivery costs and any related charges. Payment conditions in the Master Agreement apply.
 - (ii) Upon OneSpan's receipt of Customer's payment, these Appliance Maintenance Terms and Conditions will continue and remain valid for the replacement OneSpan Appliance.
3. Defective Hardware is, in OneSpan's discretion, either repaired or replaced with a new or overhauled unit. Replacement Appliance is installed with the latest version of OneSpan Authentication Server unless Customer requests installation of an earlier version as that installed in the Defective Hardware. OneSpan delivers replacement Appliance with a clean installation and without configuration of the OneSpan Authentication Server.
4. The Customer must deliver the Defective Hardware to OneSpan in its original packaging to protect the unit during shipment, with a clear indication of the RMA number.

E. General Conditions:

1. Customer is solely responsible for creating a backup of its Appliance hard disk data. Customer must, as much as practicable, deliver to OneSpan the Defective Hardware with the hard disk free of any Customer data. OneSpan is not responsible for recovery or storage of any data in the hard disk, and for any data deleted or destroyed in the course of providing the Service.
2. All deliveries to the Customer or to the Reseller are based on EXW OneSpan shipping point (Incoterms 2010). Transportation charges are for the account of the shipping party. All other charges such as applicable tax, duties, and related costs are for the account of the Customer.
3. Appliance Maintenance is coterminous with the agreement on Software Maintenance and Support and renews annually, unless terminated under section 5 (Term and Termination) thereof.
4. If the Customer terminates or allows Appliance Maintenance to expire and elects to subsequently renew the Appliance Maintenance Service, Customer must pay the Appliance Maintenance fees corresponding to the intervening period to bring the Appliance Maintenance up to date.

5. The Software Maintenance and Support terms and conditions apply unless otherwise inconsistent with these OneSpan Authentication Server Appliance Maintenance Terms and Conditions.