

# SAAS SUBSCRIPTION SCHEDULE

## I. 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 Service.

“**Component**” means a feature deployed within a particular Service.

“**Data**” means any data transmitted or provided to Supplier by or on behalf of Customer, or Users in its use of the Service.

“**Documentation**” means Supplier’s then-current, generally available written product guides and user manuals for the Service, 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 Privacy and Security Terms found at [www.onespan.com/privacy-and-security-terms](http://www.onespan.com/privacy-and-security-terms).

“**Service**” means the Software as a Service (“SaaS”) as described in this Schedule, the OneSpan SaaS Service Descriptions found at [www.onespan.com/saas-service-descriptions](http://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](http://www.onespan.com/onespan-saas-sla).

“**Support Service**” means telephone help desk or email support available to Customer as described at [www.onespan.com/onespan-saas-customer-support](http://www.onespan.com/onespan-saas-customer-support).

“**System**” means the Supplier website, the computer equipment including the servers, software, and other technology, used by Supplier to provide the Service. System does not include Customer or third party provided servers, devices or networks used to access the Service.

“**Third Party Component**” means Components provided by third parties for use in the applicable Service.

“**Transaction**” has the meaning given to the applicable Service in the OneSpan SaaS Service Descriptions at [www.onespan.com/saas-service-descriptions](http://www.onespan.com/saas-service-descriptions).

“**Users**” means individuals who are authorized by Customer to use the Service to process Transactions.

## 2. Service Terms

**2.1. Non-Exclusive Right to Use.** Subject to this Contract and the Service Use Guidelines and Service Conditions found at [www.onespan.com/saas-service-use-guidelines-and-conditions](http://www.onespan.com/saas-service-use-guidelines-and-conditions)

Supplier makes the Service available to Customer on a non-exclusive, subscription basis. Customer may grant access to the 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 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 Service and/or System, abuse, unauthorized use or access, 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 a non-exclusive, worldwide, sub-licensable right to use the Data to the extent necessary to perform the Service or as expressly permitted by Customer in this Contract or otherwise in writing.

**2.4 Suggestions.** To the extent Customer provides or otherwise communicates any suggestions, enhancement requests, recommendations or otherwise provides feedback on the Services (collectively, “**Comments**”), Customer hereby grants Supplier a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual, unrestricted license to use and/or incorporate the Comments and all underlying ideas contained in the Comments into the Service (or other product offerings) and create any derivative works thereof.

**2.5 Third Party Components.** Customer may choose to deploy Third Party Components within an applicable Service. Some Third Party Component products are subject to additional terms mandated by the third party provider. If additional terms apply, they are indicated in the Subprocessor section at [www.onespan.com/privacy-center](http://www.onespan.com/privacy-center).

## 3. Provision of the Service

Supplier shall use commercially reasonable efforts to make the 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 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 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](http://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 Service, or as expressly permitted by Customer in this Schedule or otherwise in writing. If this Schedule is terminated pursuant to Section 9, Supplier may delete Customer’s

Data from the Service after the termination or expiration of this Schedule or upon Customer's earlier written request.

## 5. Data Protection

**Supplier as Data Processor:** Supplier's and its affiliate's processing of a User's Personal Data is determined by the Customer. Supplier may process User Personal Data, such as identification number, geo-location, IP number, device information, biometric data, behavior and other personally identifiable information that helps to secure and improve the Services. If Personal Data collected is subject to the European General Data Protection Regulation (GDPR) then the Supplier shall, in its capacity as Data Processor, process such Personal Data in compliance with the GDPR under the terms of the DPA, when applicable.

## 6. Use by Affiliates.

Customer may: (a) use the 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 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 Service at least thirty (30) days prior to permitting access. Customer shall ensure that each of its Affiliates using the 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 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.

## 7. Representations and Warranties

**7.1. Supplier's Warranties.** Supplier warrants that (i) the Service will materially conform to the Documentation, and (ii) it shall be responsible for any breach of this Contract by its subcontractors.

**7.2. 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 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 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 Service, unless explicitly permitted in the applicable Order Document signed by both parties.

**7.3** 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 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 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.

## 8. Disclaimer of Warranties

**WARRANTY LIMITATIONS.** EXCEPT FOR THE LIMITED

WARRANTIES SET FORTH IN SECTION 7, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, (i) THE SERVICE IS PROVIDED "AS IS" AND ANY AND ALL WARRANTIES, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, INTEGRITY OF DATA, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

## 9. Term; Termination

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

**9.1 Service Term.** The term of the Service begins on the "Begin Period" and ends on the "End Period" in the applicable Order Document (the "Service Term"). After the initial Service Term, the Service will automatically renew for renewal terms of the same length at the then current rates for the Service, unless either party terminates the Service by notifying the other party at least sixty (60) days in advance of the anniversary of the renewal term.

**9.2 Termination for Convenience.** Subject to Section 9.3, Customer may terminate any Service Term for convenience with thirty (30) days notice by notifying Supplier in writing of its desire to terminate the Service. Termination of the Service Term is effective on the date Customer specifies in such notice.

**9.3 Effect of Expiration; Termination.** The Service will terminate as of the effective date of the termination of the Contract or Service Term. Termination pursuant to Section 9.2 (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.

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