

# ONESPAN GLOBAL SUPPORT AND MAINTENANCE

## I. Definitions

**“Business Days”** means the working days of the Supplier office in the region where Customer is located as listed at [www.onespan.com/support](http://www.onespan.com/support), and excluding Supplier holidays listed at <https://www.onespan.com/support/holiday-hours>.

**“Business Hours”** means the working hours applicable to Customer as listed at [www.onespan.com/support](http://www.onespan.com/support) on Business Days.

**“Community Portal”** means the OneSpan Community site located at <https://community.onespan.com>.

**“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 <https://cp.onespan.com> where Customer can download Software Maintenance and Technical Product Information.

**“Customer Support Portal”** means the Customer Support Portal available through <https://support.onespan.com> where Customer may access information regarding Supplier's Support Services.

**“Guaranteed Service Level Objective”** means the committed Service Level Objectives set forth in Table 3 – Service Level Objectives as they apply to Premier and Elite Support Service plans.

**“Initial Response”** means Supplier's first response to the Customer Designated Contact acknowledging receipt of the Support Service case.

**“P1”, “P2”, “P3”, and “P4”** mean the priority level assigned to a particular case as indicated herein where P1 is critical, P2 is high, P3 is medium, and P4 is low criticality.

**“Validation Service”** means the separate and chargeable implementation validation services required to obtain Premier and Elite Support Services for OneSpan Authentication Server Framework (“OASF”) and Mobile Security Suite (“MSS”).

**“Resolution”** means the correction of an error and may include a fix or reasonable workaround. Supplier will use commercially reasonable efforts to correct any error reported, but does not promise any specific resolution time.

**“SaaS Service”** means the particular Software-as-a-Service Product indicated on an Order Document and described in the SaaS Subscription Schedule.

**“Software Maintenance”** means Supported Software Updates that Supplier may provide to Customer from time to time during the Term.

**“Support Service”** means remote assistance in post-sales trouble-shooting of Supported Software and SaaS Service subscriptions as indicated herein.

**“Supported Software”** means one or more on premise Software (including software development kits (SDK)) licensed on a limited or perpetual basis for which Support Service is purchased and that is duly registered with Supplier, installed, integrated, and operated according to Supplier specifications.

**“Technical Product Information”** means Documentation, knowledgebase articles, “How-To” User Guides on how to use Products and respective Software Maintenance.

**“Trust Center”** means for the OneSpan Sign Service, <https://trust.esignlive.com>, and <https://support.onespan.com> for all other Products.

Terms not defined herein shall have the meaning given to them in the Master Terms or applicable Product Schedule.

## 2. Support

Table I - Support Services

Description		Essential	Premier	Elite
<b>SaaS Service Support</b>	Non-stop, 24/7 emergency support via telephone*	P1	P1 & P2	P1 & P2
<b>Critical incident support for OneSpan on-premise offerings</b>	Non-stop, 24/7 emergency support via telephone*	Not applicable	P1 & P2	P1 & P2
<b>Support &amp; service requests</b>	E-mail/live chat (via Customer Support Portal) for P3 and P4	During Business Hours	24x5 on Business Days	24x5 on Business Days
	Telephone for P3 and P4	During Business Hours	24x5 on Business Days	24x5 on Business Days
<b>Supported Software Maintenance</b>	Supported Software product patch creation and software updates	Yes	Yes	Yes
	P1 case Maintenance patches are provided;	Yes	Yes	Yes
	P2 case Maintenance patches may be provided	Yes	Yes	Yes
	P3 and P4 Maintenance patches may be provided on subsequent Supported Software release	Yes	Yes	Yes
<b>Knowledgebase</b>	Technical knowledgebase for faster troubleshooting and case Resolution	Yes	Yes	Yes
<b>Customer Support Portal</b>	Live chat, case management, SaaS platform status via the Trust Center *	Yes	Yes	Yes
<b>Guaranteed Service Level Objectives</b>	Guaranteed Service Level Objectives for Support Services**	n/a	Yes	Yes
<b>Continuous Support Service</b>	Global support for P1 and P2 cases (i.e. follow-the-sun)	n/a	Yes	Yes
<b>SaaS Service review</b>	SaaS Service status review (monthly or quarterly, as agreed by the parties)	n/a	Yes	Yes
<b>Root Cause Analysis for SaaS Service</b>	P1 cases, provided within five (5) business days (except for issues pertaining to third party providers)	Yes	Yes	Yes
	P2 cases, provided upon request after Resolution	n/a	Yes	Yes
<b>Designated Support Specialist</b>	Single point of contact / support specialist with no more than four (4) customers for expedited service	n/a	n/a	Yes
<b>Priority case routing</b>	Higher priority response when opening cases	n/a	n/a	Yes
<b>Support Service review</b>	Support Service status review meeting (weekly, bi-weekly or monthly, as agreed by the parties) aimed at expediting Resolution times	n/a	n/a	Yes
<b>On-site preventive maintenance</b>	On-site assistance from OneSpan, up to 20 days per year (travel and lodging included)	n/a	n/a	Yes

\* For SaaS Service P1 and P2 cases, Customer must check the Trust Center to determine whether there is scheduled downtime (e.g. Maintenance Window or emergency maintenance taking place) or a known issue. If there is not a known issue indicated on the Trust Center, then Customer should call Supplier on a 24 x 7 basis to open P1 cases.

\*\* See Section 2.1 for Guaranteed Service Level Objective terms and conditions for Premier and Elite Support Services.

## 2.1 Priority Management

All cases are handled according to the assessment of the impact and urgency level as indicated in Table 2 - Priority Matrix. The priority and Resolution of a case is determined mutually by Supplier and Customer.

Supplier will use commercially reasonable efforts to deliver Support Services pursuant to Table 3 - Service Level Objectives ("Table 3"). For Premier and Elite Support, Supplier provides a guarantee for the Service Level Objectives in Table 3 for production environment cases only. For Guaranteed Service Level Objectives, if Supplier fails to meet the Service Level Objectives in Table 3, Supplier will assemble a multi-disciplinary team to work with Customer until Resolution is achieved, which is Customer's exclusive remedy and Supplier's exclusive liability for a missed Guaranteed Service Level Objectives.

Any Supplier time spent in the Resolution of a case that is ultimately determined by Supplier, after using commercially reasonable efforts, not to be a Supplier side defect, shall be reimbursed by the Customer on a time and materials basis.

Table 2 - Priority Matrix

		Impact			
		Low	Medium	High	
		<ul style="list-style-type: none"> <li>Affects few of Customers' Users (30 % or lower)</li> <li>Affects the operations in a production or non-production environment</li> <li>Customer experiencing low business impact</li> </ul>	<ul style="list-style-type: none"> <li>Affects most of Customers' Users (&gt;30 %)</li> <li>Affects the operations in a production environment</li> <li>Customer experiencing medium business impact</li> </ul>	<ul style="list-style-type: none"> <li>Affects all Customers' Users</li> <li>Affects the operations in a production environment</li> <li>Customer experiencing high business impact</li> </ul>	
Urgency	Low	<ul style="list-style-type: none"> <li>Customer is experiencing occasional stoppage</li> <li>Workaround is available</li> <li>Non-business critical functionality</li> <li>Examples include, but are not limited to, images missing on webpages, text errors, documentation issues, unlocking a DIGIPASS, importing DPX files, DIGIPASS questions</li> </ul>	P4	P3	P2
	Medium	<ul style="list-style-type: none"> <li>Customer is experiencing a partial or occasional stoppage</li> <li>Work-around is cumbersome to use</li> <li>Business critical functionality</li> <li>Examples include, but are not limited to, performance degradation, non-production issues that block project execution, service requests, signed document packages not available, reports missing, document triggers not working properly, web administrator issues, rule creation issues, unlocking a DIGIPASS, importing DPX files, DIGIPASS questions</li> </ul>	P3	P2	P1
	High	<ul style="list-style-type: none"> <li>Customer is experiencing continuous stoppage</li> <li>No workaround available to restore Customer to normal business operations</li> <li>Business critical functionality</li> <li>Examples include, but are not limited to, document signature request fails, authentication/signature verification fails, scoring requests fail</li> </ul>	P2	P1	P1

Table 3 - Service Level Objectives

Priority	Initial Response Objectives*			
	Channel	Essential	Premier	Elite
<b>CRITICAL (P1)</b>	Telephone	1 Business Hour	5 minutes 24 x 7	5 minutes 24 x 7
<b>HIGH (P2)</b>	Telephone	1 Business Hour	5 minutes 24 x 7	5 minutes 24 x 7
<b>MEDIUM (P3)</b>	Telephone	1 Business Hour	5 minutes	5 minutes
	Email	Next Business Day	4 Business Hours	4 Business Hours
	Live Chat	10 x 5 on Business Days	24 x 5 on Business Days	24 x 5 on Business Days
	Customer Support Portal	Next Business Day	4 Business Hours	4 Business Hours
<b>LOW (P4)</b>	Telephone	1 Business Hour	5 minutes	5 minutes
	Email	Next Business Day	4 Business Hours	4 Business Hours
	Live Chat	10 x 5 on Business Days	24 x 5 on Business Days	24 x 5 on Business Days
	Customer Support Portal	Next Business Day	4 Business Hours	4 Business Hours
Priority		Commence Work Objective*		
		Essential	Premier	Elite
	<b>CRITICAL (P1)</b>	n/a	1 hour	1 hour
	<b>HIGH (P2)</b>	n/a	1 hour during Business Hours	1 hour during Business Hours
	<b>MEDIUM (P3)</b>	n/a	Commercially reasonable efforts	Commercially reasonable efforts
	<b>LOW (P4)</b>	n/a	Commercially reasonable efforts	Commercially reasonable efforts

\* Time commitments begin upon Supplier's receipt of notification from Customer.

## 2.2 Conditions and Exclusions.

### 2.2.1 Support Services do not include:

- (a) Diagnosis and rectification of any error resulting from:
  - i. use of Products after Support Services have terminated or expired
  - ii. direct or indirect operator error or omission
  - iii. failure of the Customer to implement recommendations advised by Supplier
  - iv. use, operation, or merger of the Products with hardware, software, or programming languages or in an environment other than that for which the Products are designed or authorized by Supplier
  - v. modifications to the Products not made or authorized by Supplier
  - vi. a bug, error, defect in, or failure of any software operating in conjunction with the Products not supplied or authorized by Supplier
- (b) Installation (remote or on-site)
- (c) Integration/configuration
- (d) Consultation or inquiry, administration, configuration, design, training, customization, and database repair
- (e) On-site assistance (other than as indicated for Elite Support Services)
- (f) Order status follow-up

- (g) Return Material Authorization (RMA) related inquiries
- (h) Product enhancements

### 2.2.2 Validation Services:

Premier and Elite Support Services for OASF and MSS are available only upon completion of the Validation Service. The Validation Service is purchased and charged to Customer pursuant to an Order Document, and consists of an expert examination of the OASF or MSS implementation and determination of areas where Supplier technology may be leveraged for a more secure and efficient implementation. The Validation Service typically takes two (2) Business Days and reflects various communications between the Supplier integration expert and the Customer IT representative. The result is a customized written evaluation report that offers a critique of the current implementation and provides suggestions for change, when necessary.

In addition to Customer's responsibilities in section 4 below, the Customer must:

- i. use the OASF troubleshooting document before contacting Supplier helpdesk. Customer will receive a troubleshooting document with the Supported Software that contains a range of tests that should be performed and questions that should be answered by Customer prior to requesting Support Service.
- ii. document the overall application architecture and provide the same to the Supplier helpdesk, together with information on the critical application components and procedures where the OASF or MSS is involved.

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

## 3. Software Maintenance for Supported Software

Updates and 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 Community Portal. Software Maintenance excludes remote assistance (installing, configuring or troubleshooting) and on-site assistance.

## 4. Customer's Responsibilities

For the delivery of Support and Software Maintenance Services, the Customer must:

- (a) ensure sufficient access to the Internet for remote screen share when deemed necessary for expedited Resolution
- (b) use Software Maintenance only for the number of licenses of purchased Supported Software
- (c) ensure that the latest version of the Supported Software is in use for optimal Support Service
- (d) ensure that Customer designated contact(s) (i) are up-to-date in their knowledge of the supported Products in its latest version; (ii) have access to all data relevant to the supported Products; (iii) provide Supplier with all information for proper issue diagnosis and troubleshooting, including information on the relevant environment (e.g. additional log-files) to reproduce the issue; and (iv) provide timely replies
- (e) not transfer to Supplier any Customer's client-related information unless anonymized
- (f) 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
- (g) give timely written notice to Supplier of any change in the Customer designated contact(s)

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

## 5. Pricing; Term and Termination

### 5.1 Support Service.

**(a) Essential.** Essential Support Services are included in, are conterminous with and renew pursuant to the Supported Software term licenses and SaaS Service subscriptions. Perpetual Software licenses require one year of Essential Support Services which is charged separately on the applicable Order Document. Customer may upgrade Essential Support Services to Premier or Elite at any time during a term; however, Customer may not downgrade a Support Services until the next renewal period.

**(b) Premier and Elite.** Premier and Elite Support Services are charged at the rates indicated in an applicable Order Document. For Supported Software term licenses and SaaS Service subscriptions, Premier and Elite Support Services are coterminous with and renew per the terms of the underlying Supported Software term licenses and SaaS Service subscriptions. Premier and Elite Support Services for Supported Software licensed perpetually is provided for the term indicated on the

applicable Order Document, is non-cancellable during such term (except for cause. Customer may upgrade Premier Support Services to Elite Support Services at any time during a term; however, Customer may not downgrade a Support Services until the next renewal period.

**5.2 Software Maintenance.** Software Maintenance is included as part of the Support Services for Supported Software. Software Maintenance for Supported Software (including SDKs) licensed on a term basis is coterminous and renews with the Supported Software license. Software Maintenance and Support Services are mandatory for the first year of perpetual Supported Software; thereafter Software Maintenance and Support Services are purchased separately for the term indicated on the applicable Order Document, and is non-cancellable during such term (except for cause) as part of the Support Services.

**5.3 Renewals.** Unless otherwise specifically indicated in the Order Document, Support Services and Software Maintenance automatically renew for renewal terms of twelve (12) months (the “**Renewal Term**”) unless either party cancels the upcoming Order Document Renewal Term by providing notice at least sixty (60) days prior to the expiration date of such Order Document. The terms and conditions applicable to Renewal Term(s) are the same as the ones in effect for the immediately preceding period, provided however that a price increase of three percent (3%) per year applies to then-current prices for any subsequent Renewal Term

**5.4 End of Life.** Unless otherwise terminated in accordance with the terms herein, Software Maintenance for Supported Software and Support Services for perpetual Supported Software will expire at the end of one (1) year following the end of sales date communicated to the Customer in an end of life announcement made generally available to Supplier’s Customers on Supplier’s website at <https://www.onespan.com/support>.