

# SAAS SUBSCRIPTION SCHEDULE

## 1. 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.

“**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 found at <https://community.onespan.com/documentation>, 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 Master Terms.

“**SaaS 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).

“**Service Term**” means the subscription term applicable to the Service which begins on the Start Date and ends on the End Date (both as defined in the Master Terms).

“**Support Service**” means telephone help desk or email support available to Customer as described in Attachment A: SaaS Support.

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

“**Transaction**” has the meaning given to the applicable SaaS 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 SaaS Service to process Transactions.

## 2. Service Terms

**2.1. Non-Exclusive Right to Use.** Subject to this Contract, the Documentation, 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 SaaS Service available to Customer via the Internet during the Service Term on a non-exclusive, subscription basis. Customer may grant access to the SaaS 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 SaaS 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 SaaS Service and/or System, abuse, unauthorized use or access, SaaS 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 SaaS Service or as expressly permitted by Customer in this Contract or otherwise in writing.

## 3. Provision of the Service

Supplier shall use commercially reasonable efforts to make the SaaS 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 SaaS 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 SaaS 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 SaaS Service, or as expressly permitted by Customer in this Schedule or otherwise in writing. If this Schedule is terminated, Supplier may delete Customer’s Data from the SaaS Service after the termination or expiration of this Schedule or upon Customer’s earlier written request.

## 5. Use by Affiliates.

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

## 6. Representations and Warranties

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

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

**6.3** 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 SaaS 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 SaaS 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.

## 7. Termination; Effect of Termination

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

**7.1 Termination for Convenience.** Subject to Section 7.2, Customer may terminate any Service Term for convenience with thirty (30) days notice by notifying Supplier in writing of its desire to terminate the SaaS Service. Termination of the Service Term is effective on the date Customer specifies in such notice.

**7.2 Effect of Expiration; Termination.** The SaaS Service will terminate as of the effective date of the termination of the Contract or Service Term. Termination pursuant to Section 7.1 (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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# ATTACHMENT A: SAAS SUPPORT

## 1. Definitions

“**24x5**” means Monday 8 AM SGT (Singapore Time) until Friday 9 PM EST (Eastern Time) on Business Days.

“**Business Days**” means any day from Monday through Friday, except January 1 and December 25.

“**Business Hours**” means the Business Day hours listed at [www.onespan.com/support](http://www.onespan.com/support) based upon the Customers’ geographic region corresponding to the OneSpan office providing the Support Service.

“**Case**” means a request for Support Services.

“**Commencing Work**” means when Supplier begins working on Resolution of the Case.

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

“**Incident**” means a Case request for any problem or failure that materially decreases the functionality or performance of the SaaS Service and is caused by the software, systems, networks, other components, facilities or services that are supplied as part of the SaaS Service. Incidents do not include any problem or failure caused by the use or improper use or operation of software, systems, networks, other components, facilities or services that are not part of the SaaS Service but are used to connect to, integrate with or otherwise make use of the SaaS Service.

“**Request for Information**” means a Case request for answers to questions.

“**Resolution**” means i) for Incidents, the correction of an error including a fix or reasonable workaround; ii) for Service Requests, the execution of the request; and iii) for Requests for Information the provision of that information.

“**Response Time**” means the length of time it takes Supplier to respond to Customer’s initial request for Support Services based upon Supplier’s reasonable interpretation and classification of the request. Suppliers initial response may include, amongst other things, classifying the Case, confirming the case priority and type, requesting clarification for the Case, and explaining the next steps to Commencing Work.

“**Service Level Objective**” means the support service standards set forth in Table 3.1 as they apply to Premier, Elite Lite and Elite Support Service plans for production environment Incidents only.

“**Service Request**” means a Case request for a change in configuration, branding, account settings, or to reset passwords, and other similar non-urgent, requests.

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

“**Trust Center**” means the sole platform used by Supplier to communicate upcoming releases, planned maintenance, emergency maintenance, warnings and outages for SaaS Products available for review at <https://support.onespan.com>.

## 2. Support Services

**2.1 Support Hours:** Support Service availability depends on the priority of the Case and the level of Support Services purchased by Customer as detailed in Table 1.

**2.2 Requesting Support:** The Customer Administrators may contact support via telephone, e-mail, and live chat through the Customer Support Portal.

P1 and P2 Incidents must be logged by telephone. Customer must check the Trust Center to determine whether there is scheduled downtime prior to contacting Supplier.

All Cases must include a reasonably detailed written description of the decrease in functionality or performance and impact of the SaaS Service. 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.

**2.3 Personnel and Communication:** Supplier and the Customer will provide the necessary and appropriate personnel as required to find a Resolution. Supplier and Customer will cooperate to obtain or supply information and data, and run tests in order to assist in finding a Resolution in a timely manner.

**2.4 Incidents.** Supplier will use commercially reasonable efforts to deliver Incident Support Services pursuant to Table 2.

**2.5 Service Level Objectives:** If Supplier fails to meet the Service Level Objectives, 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 missed Service Level Objectives.

Table 1 - Support Services

<u>Description</u>	<u>Essential</u>	<u>Premier</u>	<u>Elite Light</u>	<u>Elite</u>
P1 & P2 24x7 Incident Support via telephone	P1	P1 & P2	P1 & P2	P1 & P2
P3 & P4 Incident Support via e-mail, live chat and telephone	Business Hours	24 x 5	24 x 5	24 x 5
Service Request - Response Time	Next Business Day	8 hours 24 x 5	8 hours 24 x 5	8 hours 24 x 5
Request for Information - Response Time	Commercially reasonable efforts	8 Business Hours	8 Business Hours	8 Business Hours
Knowledgebase access	✓	✓	✓	✓
Customer Support Portal access	✓	✓	✓	✓
Root Cause Analysis for P1 Incidents Upon Request	✓	✓	✓	✓
Service Level Objectives		✓	✓	✓
Service Status Review (SaaS Service and Support Service)		E-mail report 1 / quarter Live meeting 1 / year	Live meeting 1 / quarter	Live meeting 1 / quarter
Designated Support Specialist			1 per 6 customers	1 per 4 customers
Support status review meetings aimed at expediting Resolution times (regular cadence calls as agreed with Customer)			✓	✓
Priority Case routing			✓	✓
Up to 20 days on-site assistance per year (travel and lodging included)				✓

Table 2: Case Classification and Response Times

Case Type		Essential Support	Premier /Elite Lite/ Elite Support			
		Response Time	Response Time	Commencing Work	Updates	
Incident	P1	5 mins (24 x 7) (phone)	Service Level Objective	5 mins (24 x 7) (phone) 1 hour (during 24 x 5) (email/CSP)	<1 hour work continuously	Every 1 hour
	P2	1 Business Hour (phone)		5 mins (24 x 7) (phone) 1 hour (during 24 x 5) (email/CSP)	<1 Business Hour work continuously (during 24 x 5)	Every 2 hours
	P3	Next Business Day		4 hours (during 24 x 5)	8 Business Hours	N/A
	P4	Commercially reasonable efforts		4 hours (during 24 x 5)	8 Business Hours	N/A
Service Request (P3-P4)		Next Business Day		8 hours (during 24 x 5)	8 Business Hours	N/A
Request for Information (P3-P4)		Commercially reasonable efforts		8 Business Hours	Commercially reasonable efforts	N/A

Table 3 – Incident 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</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</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

### 3. Conditions and Exclusions

Support Services do not include:

- (a) Diagnosis and rectification of any error resulting from:
  - i. use of SaaS Service 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 SaaS Service with hardware, software, or programming languages or in an environment other than that for which the SaaS Services are designed or authorized by Supplier
  - v. a bug, error, defect in, or failure of any software operating in conjunction with the SaaS Service 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) Enhancements

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.

## 4. Customer's Responsibilities

For the delivery of Support Services, the Customer must:

- (a) ensure sufficient access to the Internet for remote screen share when deemed necessary for expedited Resolution
- (b) ensure that the latest version of the SaaS Service is in use for optimal Support Service
- (c) ensure that Customer Designated Contact(s) (i) are up-to-date in their knowledge of the SaaS Service in its latest version; (ii) have access to all data relevant to the SaaS Service; (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
- (d) not transfer to Supplier any Customer's client-related information unless anonymized
- (e) allow Supplier to carry out Support Service outside of Customer's normal working hours as may be necessary
- (f) give timely written notice to Supplier of any change in the Customer Administrators

Failure of Customer to meet its responsibilities or provide sufficient 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 coterminous with and renew with the SaaS Service subscription. Customer may upgrade to Premier, Elite Lite or Elite at any time during a term; however, Customer may not downgrade until the next renewal period.

(b) **Premier, Elite Lite and Elite.** Premier, Elite Lite and Elite Support Services are charged at the rates indicated in the applicable Order Document. Premier and Elite Support Services are coterminous with and renew with the SaaS Service subscriptions. Customer may upgrade Premier Support Services to Elite Lite Support Services or Elite Support Services at any time during a term; however, Customer may not downgrade until the next renewal period.

If Customer purchases Premier Support Services for one Product, then Customer must also purchase Premier Support Services for all Products purchased by Customer.

**5.2 End of Life.** Unless otherwise terminated in accordance with the terms herein, Support Services for SaaS Services will expire pursuant to the End of Life Policy made generally available to Supplier's Customers on Supplier's website at <https://www.onespan.com/support/security/product-life-cycle>.