

ONESPAN SAAS SERVICE DESCRIPTIONS

OneSpan SaaS Service Descriptions

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Communication Hub

1. Definitions

“**Annual Commitment**” means the number of annual Credits committed in the applicable Order Document.

“**Credit**” means the unit purchased in order to access and use Communication Hub services.

“**Excess Limit Fee**” means the price per Credit listed for the Product on the applicable Order Document that is charged for Credits in excess of the Annual Commitment.

“**SMS OTP**” means a text message containing a one-time access code, which the User must enter in order to gain access to the applicable Customer application, OneSpan Product, or other relevant application.

2. Product Information

OneSpan’s Communication Hub (the “**Communication Hub**”) is a global service allowing the use of SMS OTP to transmit information or features to registered Users.

Communication Hub uses Credits in order to access any of the possible combinations.

Communication Hub provides customers with two different environments to support their testing and production needs. Each environment serves a specific purpose and has its own characteristics. These environments and their respective characteristics may change at Supplier’s discretion.

Production:

- Production usage of the current version of Communication Hub
- Subject to the Service Levels

Testing/Sandbox (Preview):

- Integration development and testing of the current version of Communication Hub
- Not subject to the Service Levels, security requirements or safeguards set out in the Contract; as such, Customer acknowledges that no production Data is to be uploaded to the Testing environment
- Subject to Pricing requirements below and as indicated in the companion OneSpan Product Service description herein

3. Pricing

1. Pricing for Communication Hub is based upon Annual Commitment allocated as follows:

1. SMS OTP: Credits based on the User’s telephone number geographic location as indicated below. For a list of Tiers see www.onespan.com/smsotp-tiers.

1. Tier 1: one (1) Credit
2. Tier 2: two (2) Credits
3. Tier 3: three (3) Credits

2. Credits processed in excess of the Annual Commitment will be charged Excess Limit Fee. Excess Limit Fees are invoiced quarterly in arrears; however, Supplier may elect to aggregate Excess Limit Fees over more than one quarter prior to invoicing for administrative convenience.

3. Unused Credits do not carry over to the next year.

4. For OneSpan Sign, Customer receives up to one percent (1%) of the SMS OTP Communication Hub Credits purchased by Customer in production environment for use in the Sandbox (Staging) environment provided free of charge. Use in excess of this amount in Sandbox (Staging) will result in Excess Limit Fees.

4. Additional Information

a. For SMS OTP the following terms apply:

- i. Customer is responsible for providing correct phone number for applicable User. SMS OTPs sent to incorrect phone numbers will incur applicable Credits.
- ii. The phone number provided by Customer must be able to receive SMS text messages. SMS OTPs sent to phone numbers unable to receive SMS text messages will incur applicable Credits.

- iii. Customer warrants that it has obtained Users consent to receive SMS text messages.
 - iv. SMS OTP may be provided by third parties or may include Third Party Components which are subject to additional terms mandated by the third party provider and are available for review at <https://www.onespan.com/third-party-terms> and are incorporated into this Contract.
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OneSpan Identity Verification (OneSpan IDV)

1. Definitions

- a. **“Annual Commitment”** means the annual Component commitments as indicated in the applicable Order Document.
- b. **“Component”** means an optional set of functionalities that Customer may choose to purchase based on their requirements. The Component has a specific pricing structure and may give access to features that are specific to the Component.
- c. **“Excess Limit Fees”** are fees charged for each particular Component used in excess of the Annual Commitment.
- c. **“Transaction”** means a Workflow initiated by Customer in the SaaS Service for a particular User(s) and is comprised of one or more Components.

2. Product Information

OneSpan Identity Verification (“OneSpan IDV” or “IDV”) incorporates the Components necessary to facilitate the automated verification of a User’s identity. IDV is deployed with a single integration, allowing customers to specify only the features they require. Several options are available for configuration by working with OneSpan Professional Services (subject to the Professional Services Schedule at www.onespan.com/professional-services and the applicable SOW), which may include:

- Configurable Workflows: Customer works with Supplier’s Professional Services to combine workflow components in multiple ways (a **“Workflow”**)
- Digital Identity Verification: Digital identity verification utilizing the SaaS Services’ identity document verification Component (**“Identity Document Verification”**) or combining this with facial comparison of a ‘selfie’ (and liveness detection) with the photo from the identity document (**“Identity Document Verification with Face”**) or using the one-time-passcode (**“OTP”**) Component .
- End-to-End Audit Trail: The SaaS Service collects a complete audit trail, showing what actions the User took at each stage of the Workflow
- Notifications: SaaS Service allows Customer ability to subscribe to several notifications to track User progress through the Workflow
- Localization: Workflow configurations can be defined for many languages; Customer decides the languages required and specifies the text to use so that Transactions are presented in the language requested
- White-Labeling: Allows Customer to customize language and branding, dialog boxes, buttons and navigation
- Responsive design: User interface adjusts for web-browsers on desktop, tablet and mobile devices
- Data Retention: subject to storage limitations, Customer controls incomplete and completed Transaction storage periods and may erase Transactions at any time.

IDV provides customers with two environments to support their integration, testing and production needs. Each environment serves a specific purpose and has its own characteristics. These environments and their respective characteristics may change at Supplier’s discretion.

Production:

- Production usage of Workflows on the current version of IDV
- A/B testing may be performed here
- Subject to the Service Levels and subscription Fees

Staging / Testing and Development:

- Integration development, system integration testing of Workflows on the current version of IDV
- Not subject to the Service Levels and data security requirements; as such, Customer acknowledges that no production Data will be uploaded to the Staging/Testing and Development environment, unless Supplier and Customer agree in writing otherwise.

3. Pricing

- a. Pricing for IDV is based upon the Annual Commitment.
 - b. IDV Components are priced as follows:
 - i. **Platform Component Fee:** Fee assessed once for each Transaction at the time of Transaction creation.
 - ii. **Identity Document Verification Component Fee:** Fee assessed for each Identity Document Verification request attempt made by a User at the time the attempt is made within the Transaction.
 - iii. **Identity Document Verification with Face Component Fee:** Fee assessed for each Identity Document Verification with Face request attempt made by a User at the time the attempt is made within the Transaction (there are no additional charges for liveness detection).
 - iv. **OTP Component Fee:** Fee assessed for each OTP attempt made by a User at time the attempt is made within the Transaction. One Transaction may have multiple OTP Component Fees.
 - c. Components processed in excess of the Annual Commitment are charged Excess Limit Fees. Excess Limit Fees are invoiced on the annual anniversary in arrears; however, Supplier may elect to aggregate Excess Limit Fees over more than one annual period prior to invoicing for administrative convenience.
 - d. Unused Annual Commitment does not carry over to the next year.
 - e. For OneSpan Sign:
 - a. Customer receives up to one percent (1%) of the production environment Annual Commitment for use in the Sandbox (Staging) environment free of charge each annual term. Use in excess of this amount in Sandbox (Staging) will result in Excess Limit Fees.
 - b. If Customer purchases IDV for use with OneSpan Sign, Customer is not charged a Platform Component Fee or an OTP Component Fee.
 - f.
4. Additional Service Conditions
- a. Supplier may, during the Term, place the Data in a backup location within the System. Upon Customer's request, and subject to applicable fees, Supplier may extract backed up Data from the System and transfer and retain such Data to a Customer selected backup location, as set forth in an applicable Order Document.
 - b. IDV may be provided by third parties or may include Third Party Components which are subject to additional terms mandated by the third party provider and are available for review at <https://www.onespan.com/third-party-terms> and are incorporated into this Contract.
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Intelligent Adaptive Authentication

1. Definitions

- a. **“Customer Application”** means a web-based, offline, mobile or other software application functionality that is provided by Customer or a third party and interoperates with the SaaS Service.
- b. **“Excess Limit Fee”** means the price per User or Transaction listed for the Product on the applicable Order Document that is charged for use in excess of the Monthly Commitment.
- c. **“Monthly Commitment”** means the number of monthly Users or Transactions committed in the applicable Order Document.
- d. **“Session”** begins upon a User's login to a Customer Application and terminates i) when the Customer Application times out; or 2) the User logs out of the Customer Application. A User's return to the Customer Application after an expired Session constitutes an additional Session.
- e. **“Transaction”** means a unique Session.

2. Product Information

Intelligent Adaptive Authentication (“IAA”) leverages multi-factor authentication, machine learning-powered risk analytics, and application security to help reduce account takeover fraud. IAA provides real-time analysis of User, device and Transaction data, resulting in a risk score that triggers an automated security workflow in the Customer Application which applies the security workflow for each Transaction. Several features and options are available through IAA which may include (as further described in the IAA Documentation):

- Account takeover fraud detection/prevention
- New account fraud detection/prevention
- Real-time detection of an untrusted device
- Real-time analysis of device risk
- Real-time, continuous monitoring of transaction risks
- Identify new fraud scenarios and suspicious account payees
- Policy configuration to support low, medium and high risk actions
- Case management to create, investigate and update suspicious activity
- Role-based access control via a centralized management console
- Interactive fraud relationship visualization
- Reporting
- Web based API (REST Interface)
- Authentication orchestration
- OneSpan Mobile Security Suite Basic Package (SDK Library) (SDK software library subject to OneSpan's Software license Schedule found at www.onespan.com/software-schedule and the Maintenance and Support Service Schedule found at www.onespan.com/maintenance-and-support)
- OneSpan Mobile Security Suite OOB Option (Cronto and Push Notification) (subject to OneSpan's Software license Schedule found at www.onespan.com/software-schedule and the Maintenance and Support Service Schedule found at www.onespan.com/maintenance-and-support)
- OneSpan Mobile Authenticator Studio (subject to OneSpan's Software license Schedule found at www.onespan.com/software-schedule and the Maintenance and Support Service Schedule found at www.onespan.com/maintenance-and-support)
- Secure User mobile onboarding and activation

IAA provides customers with three different environments to support their development, testing and production needs. Each environment serves a specific purpose and has its own characteristics. These environments and their respective characteristics may change at Supplier's discretion.

Production:

- Production usage of the current version of IAA

- Subject to the Service Levels
- Staging:
- Integration development and testing of the current version of IAA
 - Not subject to the Service Levels, security requirements or safeguards set out in the Contract; as such, Customer acknowledges that no production Data is to be uploaded to the Testing environment
- Sandbox:
- Development access to functionality planned in the next upcoming major release and regression testing of integrations before the new major release is deployed in production
 - Not subject to the Service Levels, security requirements, or safeguards set out in the Contract; as such, Customer acknowledges that no production Data is to be uploaded to the Development environment

3. Pricing

(a) Transaction Based Pricing

- i. Transaction Based Pricing for IAA is based upon the Monthly Commitment of Transactions.
- ii. Transactions processed in excess of the Monthly Commitment will be charged Excess Limit Fees. Excess Limit Fees are invoiced quarterly in arrears; however, Supplier may elect to aggregate Excess Limit Fees over more than one quarter prior to invoicing for administrative convenience.
- iii. Unused Transactions do not carry over to the next month.

(b) User Based Pricing

- i. User Based Pricing for IAA is based on the Monthly Commitment of Users who have a Session during the applicable month.
- ii. Users processed in excess of the Monthly Commitment will be charged Excess Limit Fees. Excess Limit Fees are invoiced quarterly in arrears; however, Supplier may elect to aggregate Excess Limit Fees over more than one quarter prior to invoicing for administrative convenience.
- iii. Unused User commitments do not carry over to the next month.

4. Additional SaaS Service Conditions:

- (a) Supplier may, during the Term, place the Data in a backup location within the System. Upon Customer's request, and subject to applicable fees, Supplier may extract backed up Data from the System and transfer and retain such Data to a Customer selected backup location, as set forth in an applicable Order Document.
 - (b) IAA may include Third Party Components which are subject to additional terms mandated by the third party provider and are available for review at <https://www.onespan.com/third-party-terms> and are incorporated into this Contract.
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OneSpan Cloud Authentication

1. Definitions

- a. **“Excess Limit Fee”** means the price per User or per Transaction listed for the Product on the applicable Order Document that is charged for use in excess of the Monthly Commitment.
- b. **“Monthly Commitment”** means the number of monthly Users or Transactions committed in the applicable Order Document.
- c. **“Transaction”** means an individual API request for User authentication or signature validation.

2. Product Information

OneSpan Cloud Authentication (“OCA”) leverages OneSpan multi-factor authentication to provide both User authentication and signature validation. OCA provides a real-time validation of a OneSpan authentication credential used for either User authentication or signature validation through a REST API interface. Several features and options are available through OCA including, but not limited to (as further described in the OCA Documentation):

- REST API to perform User authentication and signature validation
- REST API to perform device and User administration
- Centralised management interface for Users and authenticators
- OneSpan Mobile Security Suite Basic Package (SDK Library) (SDK software library subject to OneSpan’s Software license Schedule found at www.onespan.com/software-schedule and the Maintenance and Support Service Schedule found at www.onespan.com/maintenance-and-support)
- OneSpan Mobile Security Suite OOB Option (Cronto and Push Notification) (subject to OneSpan’s Software license Schedule found at www.onespan.com/software-schedule and the Maintenance and Support Service Schedule found at www.onespan.com/maintenance-and-support)
- OneSpan Mobile Authenticator Studio (subject to OneSpan’s Software license Schedule found at www.onespan.com/software-schedule and the Maintenance and Support Service Schedule found at www.onespan.com/maintenance-and-support)
- Secure User mobile onboarding and activation

OCA provides customers with three different environments to support their development, testing and production needs. Each environment serves a specific purpose and has its own characteristics. These environments and their respective characteristics may change at Supplier’s discretion.

Production:

- Production usage of the current version of OCA
- Subject to the Service Levels

Staging:

- Integration, development and testing of the current version of OCA
- Not subject to the Service Levels and security requirements and safeguards set out in the Contract; as such, Customer acknowledges that no production Data is to be uploaded to the Testing environment

Sandbox:

- Development access to functionality planned in the next upcoming major release and regression testing of integrations before the new major release is deployed in production
- Not subject to the Service Levels and security requirements and safeguards set out in the Contract; as such, Customer acknowledges that no production Data is to be uploaded to the Development environment

3. Pricing

a. Transaction Based Pricing

- i. Transaction Based Pricing for OCA is based upon the Monthly Commitment.
- ii. Excess Limit Fees are invoiced quarterly in arrears; however, Supplier may elect to aggregate Excess Limit Fees over more than one quarter prior to invoicing for administrative convenience.
- iii. Unused Transactions do not carry over to the next month.

b. User Based Pricing

- i. User Based Pricing for OCA is based upon the Monthly Commitment of Users who logon to the SaaS Service or process a Transaction during the applicable month.
 - ii. Users processed in excess of the Monthly Commitment will be charged Excess Limit Fees. Excess Limit Fees are invoiced quarterly in arrears; however, Supplier may elect to aggregate Excess Limit Fees over more than one quarter prior to invoicing for administrative convenience.
 - iii. Unused User commitments do not carry over to the next month.
 4. Additional SaaS Service Conditions:
 - a. Supplier may, during the Term, place the Data in a backup location within the System.
 - b. Upon Customer's request, and subject to applicable fees, Supplier may extract backed up Data from the System and transfer and retain such Data to a Customer selected backup location, as set forth in the applicable Order Document.
 - c. OCA may include Third Party Components which are subject to additional terms mandated by the third party provider and are available for review at <https://www.onespan.com/third-party-terms> and are incorporated into this Contract.
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OneSpan Notary

1. Definitions:

- a. **“Completed OneSpan Sign Transactions”** means any e-signature Transaction listed as “Completed” or “Archived” on the OneSpan Sign application dashboard.
- b. **“Document”** means a single e-signature file representing a form, document or other record, not to exceed 10 megabytes of Data (the **“Document Limit”**), and capable of being viewed, electronically signed, sent or received or stored through OneSpan Sign. Any Documents in excess of the Document Limit will create one or more additional new Documents
- c. **“Incomplete OneSpan Sign Transaction”** means any e-signature Transaction that is not listed as a Completed Transaction on the OneSpan Sign application dashboard.
- d. **“Named User”** means Customer's employee or agent who has been given login access credentials to the Account by the Administrator for purpose of accessing the SaaS Service and conducting Notarization Sessions. A Named User must be identified by a unique user name and email address that belongs to a single person (email addresses that service more than one person are not allowed such as departmental or distribution email addresses), and two or more persons may not use the OneSpan Notary Service as the same Named User. Supplier shall be entitled, at its expense and with reasonable notice to Customer, to perform an audit to verify Customer's conformity with these requirements.
- e. **“Notary”** means Customer's employee or agent who has been commissioned by a particular state, jurisdiction, or territory of the United States to perform remote online notarial acts, who has the required certifications and training to perform RONs, and who has been given login access credentials to OneSpan Notary by the Administrator for purpose of performing Remote Online Notarizations.
- f. **“Notarial Journal”** means the record of notarial acts performed by the Notary as mandated by applicable law.
- g. **“Notarization”** means the authorized notarial act performed by a Notary in compliance with applicable law.
- h. **“OneSpan Notary”** means Supplier's RON SaaS Service that allows Notaries to perform Remote Online Notarizations on the OneSpan Sign platform.

- i. **“Participant”** means a person or company, internal or external to Customer, identified and invited by a Notary to participate in a Notary Transaction.
- j. **“Recorded Session”** means a recording of the Notary Transaction with audio/visual experience.
- k. **“Remote Online Notarization”** or **“RON”** is the process of a State approved Notarization that occurs remotely via the Internet using electronic signature, identity verification, virtual rooms, electronic notarial journals and other record keeping processes.
- l. **“Notary- Transaction”** and **“Notary – RON – Transaction”** means a session within the OneSpan Notary Service. Each Notary Transaction includes an unlimited number of Participants and an unlimited number of Transactions.
- m. **“OneSpan Sign Transaction”** means an e-signature container or package created or sent by a User associated with a unique transaction identifier and comprised of a maximum of ten (10) Documents (the **“OneSpan Sign Transaction Limit”**) created or sent through the OneSpan Sign Service (includes both Incomplete and Complete OneSpan Sign Transactions). Any Documents in excess of the OneSpan Sign Transaction Limit will create one or more additional new OneSpan Sign Transactions.

2. OneSpan Notary Product Information

The OneSpan Notary is a SaaS Service that enables commissioned Notaries employed by business entities to perform Remote Online Notarizations. OneSpan Notary includes the following (as further defined in the OneSpan Notary Documentation) as part of the subscription fee:

- a. Web-based e-signing process that provides options for the presentation and review of Documents, methods of signature capture and user authentication, data capture and form fields.
- b. Workflows, reminders and notifications, attachments and e-delivery of the Documents to Participants.
- c. OneSpan Sign Transaction management features for preparing and sending Documents manually through the user interface or using OneSpan Sign Transaction templates, and the ability to monitor and manage Documents that are in progress or completed.
- d. Electronically signed Documents in PDF format with each e-signature digitally signed for comprehensive security and detection of any Document changes along with an embedded audit trail.
- e. An Evidence Summary Report is provided for the e-signature experience and both the electronic evidence and summary are protected by digital signing.
- f. Recorded Notary Transaction capabilities that combine e-signature, video-conferencing, co-browsing, and recording capabilities into a single solution.
- g. Identity verification capabilities that incorporate the components necessary to facilitate the automated verification of a Participant’s identity.
- h. Notarization capabilities including, but not limited to, Notary onboarding, the Notarial Journal, digital certificates, ability to upload notarial seal, and Participant authentication.

OneSpan Notary provides customers with two environments to support their integration, testing and production needs. Each environment serves a specific purpose and has its own characteristics. These environments and their respective characteristics may change at Supplier’s discretion.

Production:

- Production usage of the current version of OneSpan Notary;

- Documents are not watermarked;
- Subject to the Service Levels.

Sandbox (Staging):

- Integration, development and testing of the current version of OneSpan Notary;
- Documents are watermarked to make them unsuitable for production usage;
Not subject to the Service Levels and security requirements and safeguards set out in the Contract; as such, Customer acknowledges that no production Data is to be uploaded to the Sandbox environment.

3. OneSpan Notary Pricing

- a. Pricing is based upon either the annual number of Notary Transactions or number of Named Users committed in the applicable Order Document (“Annual Commitment”). Customer may exceed the Annual Commitment, but then must pay for Transactions or Named Users in excess of the Annual Commitment.
- b. Named Users may only create OneSpan Notary Transactions, they may not use OneSpan Sign as a standalone product independent of a Notarization act. Customer may purchase OneSpan Sign as a standalone product separately.
- c. Notwithstanding anything to the contrary, unlimited Notary Transactions and Named Notary use licenses are non-transferable and may only be initiated by a Named User within Customer’s or its authorized Affiliates’ organization (i.e. Customer cannot share it’s Account with third parties).
- d. Customer receives 300 free Sandbox (Staging) Notary Transactions per year. Use in excess of this limit will be charged as a Notary Transactions.

4. OneSpan Notary General Terms:

The use of OneSpan Notary by Customer and its Users is subject to the following conditions:

a. Compliance with Law

Customer understands and agrees that:

- i. not all jurisdictions allow Remote Online Notarization and Customer is responsible for ensuring that its use and its Notaries’ use of OneSpan Notary is authorized for its particular notarial acts.
- ii. Customer is responsible for the method, adequacy, accuracy and compliance of the notarial act with applicable federal, state, and local regulations including, but not limited to, the applicable state’s RON laws. Customer will require that its Notaries perform all Notary Transactions in compliance with applicable law and is responsible for its Notaries failure to do so.

b. Commissions

Customer represents and warrants that:

- i. its Notaries have a valid RON commission in the applicable State and, where applicable, its Notary has notified the Secretary of State (or other state required authority) of the Notary’s intent to use OneSpan Notary to perform RONs, as applicable.

- ii. because Notaries are responsible for the accuracy of their commission in OneSpan Notary, Customer requires that: i) its Notaries update the commission information, as needed, and ii) if a Notary leaves Customer's employment or their commission expires, the Notary will de-register from OneSpan Notary as soon as possible. A Notary whose commission has expired in OneSpan Notary will be prevented from participating in Notary Transactions until they update their commission information in OneSpan Notary.
 - iii. it requires that its Notaries refrain from any act or omission that would be grounds for suspension or revocation of their commission.
- c. Digital Certificates

Supplier may supply digital certificates as part of OneSpan Notary; however, Customer is responsible for ensuring that its Notaries use digital certificates that meet the appropriate jurisdiction's digital certificate requirements. This means that in some cases the Customer or Notary may be required to purchase a digital certificate from the applicable State or trusted certificate authority. Supplier is not responsible for the cost or adequacy of digital certificates.
- d. Electronic Signatures and Seals

Customer represents and warrants that:

 - i. the electronic signatures configured by the Notary for use with OneSpan Notary conforms to the Notary's name as shown on their commission.
 - ii. the Notary's seal conforms with the applicable state requirements and is embedded in and visible on all displays of the notarized Documents upon completion of the Notary Transaction.
- e. Notarial Certificates

Customer understands and agrees that its Notaries are responsible for the accuracy and conformance of the Notarial Certificate with applicable State law.
- f. Authentication

Customer may elect to deploy third party features within OneSpan Notary designed to verify the identity of the Participants ("**Identity Verification Measures**"). Supplier: (i) will apply only those Identity Verification Measures (if any) selected by Customer, (ii) makes no representations or warranties regarding the appropriateness of such Identity Verification Measures and whether Users have the necessary knowledge or ability to successfully meet such Identity Verification Measures, and (iii) assumes no liability or responsibility for the circumvention by any Participant or other person of any Identity Verification Measures.
- g. Notary Transaction
 - i. Customer and its Notaries are responsible for the conduct Notary Transactions, including recording the required information for each notarial act.
 - ii. Customer must require that its Notaries terminate any Notary Transaction if at any time the Notary believes the communication technology is inadequate or the Session otherwise fails applicable RON laws.
 - iii. Customer and its Notaries are responsible for the accuracy of all RON Participant information, including but not limited to, name, addresses, contact information, and identification details.
 - iv. Customer ensures (and will require that its Notaries ensure) that the Notaries and RON Participants are physically located in the jurisdiction required by applicable law.

- v. Customer's Notaries are responsible for confirming that the credentials presented by the RON Participant or credible witness meets the applicable state requirements.
 - vi. Customer must download Notary Transaction recordings within seven (7) days of the Notary Transaction, after which the recording will be permanently deleted.
 - vii. Supplier recommends maintained Internet speeds of 3 Mbps or higher for optimal Product performance.
- h. Notarial Journal
- i. Customer and its Notaries are responsible for the accuracy and completeness of the Notarial Journal, and Supplier makes no representation or warranty that the Notarial Journal is sufficient to meet the Customer and Notaries' needs.
 - ii. Notwithstanding anything to the contrary, Supplier shall store the Notarial Journal until the earlier of (a) the expiration or termination of the Customer's OneSpan Notary subscription, or (b) the expiration of the Notary's commission (each a "**OneSpan Notary Termination Event**"). It is Customer's responsibility to download copies of the Notarial Journal prior to a OneSpan Notary Termination Event.
 - iii. Customer warrants that it has a process in place to (a) provide access to its Notaries' Notarial Journals if a Notary becomes incapable of performing their duties or their commission is terminated, is revoked or expires, and (b) to export Notarial Journal entries within thirty (30) days of a OneSpan Notary Termination Event.
 - iv. Customer consents (and will require that its Notaries and Participants consent) to Supplier sharing the Notarial Journal and RON System documents with applicable State Secretaries of State or other reviewing government agencies in charge of notary commissions, when so required.
 - v. Certain jurisdictions may require that the Notary sign the Notarial Journal. OneSpan Notary allows Notaries to do this by signing the Notarial Journal using OneSpan Sign upon the completion of the Notary Transaction.
- i. Additional Terms
- i. Unused Notary Transactions may not be carried over to the next annual term.
 - ii. Non-prepaid fees such as fees for excess usage and excess storage are invoiced quarterly in arrears; however, Supplier may elect to aggregate these fees over more than one quarter prior to invoicing for administrative convenience.
 - iii. Incomplete OneSpan Sign Transactions may be retained on the System up to one-hundred and twenty (120) days from the OneSpan Sign Transaction creation date. Complete OneSpan Sign Transactions may be retained on the System up to one-hundred and twenty (120) days from the Transaction completion date. OneSpan Sign Transactions retained on the System beyond these time frames will either be deleted by Supplier or charged overage charges per month of retention per OneSpan Sign Transaction.
 - iv. For SMS one-time-passcode services, Customer is responsible for providing the correct phone numbers that are capable of receiving texts for applicable Participants. Customer warrants that it has obtained Participants' consent to receive SMS text messages.
 - v. Supplier may, during the Term, place the Data in a backup location within the System. Upon Customer's request, and subject to applicable fees, Supplier may

extract backed up Data from the System and transfer and retain such Data to a Customer selected backup location, as set forth in an applicable Order Document.

- vi. OneSpan Notary may include Third Party Components which are subject to additional terms mandated by the third party provider and are available for review at <https://www.onespan.com/third-party-terms> and are incorporated into this Contract.
 - vii. Customer will notify Supplier immediately, but in no case less than forty-eight (48) hours after discovery, if they become aware of any loss, unauthorized use or compromise of the Notary's electronic seal, e-signature, or unique credentials to access the RON System, and will require that its Notaries notify Customer of the same.
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OneSpan Sign

OneSpan Sign is a software platform for creating and managing the execution of digital transactions with electronic signing and delivery of Documents. Several features and options are available through OneSpan Sign. Refer to the Documentation available for review on OneSpan’s Community Portal at <https://community.onespan.com> for more details. Other, optional functionalities that Customer may choose to add-on to existing product capacities (“**Components**”) are available for purchase as detailed in this SaaS Service Description.

1. **Definitions**

“**Completed Transactions**” means any Transaction listed as “Completed” or “Archived” on the OneSpan Sign application dashboard.

“**Document**” means a single file representing a form, document or other record, not to exceed 10 megabytes of Data (the “**Document Limit**”), and capable of being viewed, electronically signed, sent or received or stored through the SaaS Service. Any Documents in excess of the Document Limit will create one or more additional new Documents

“**Incomplete Transaction**” means any Transaction that is not listed as a Completed Transaction on the OneSpan Sign application dashboard.

“**Named User**” means Customer’s employee or agent who has been given login access credentials to the Account by the Administrator for purpose of accessing the SaaS Service. A Named User must be identified by a unique email address and user name, and two or more persons may not use the OneSpan Sign Service as the same Named User.

“**Recorded Session**” means a recording of the Virtual Room session with audio/visual experience.

“**Session Participant**” is any person joining a Virtual Room session, including but not limited to signers and hosts.

“**Session Participant Unit (“SPU”)** is equivalent to thirty (30) minutes per Session Participant in an active Virtual Room session.

“**Transaction**” means a container or package created or sent by a User associated with a unique transaction identifier and comprised of a maximum of ten (10) Documents (the “**Transaction Limit**”) created or sent through the SaaS Service (includes both Incomplete and Complete Transactions). Any Documents in excess of the Transaction Limit will create one or more additional new Transactions.

“**Virtual Room**” combines electronic signature, video-conferencing, co-browsing, and recording capabilities into a single solution .

2. **OneSpan Sign Product Information**

OneSpan Sign includes the following (as further defined in the OneSpan Sign Documentation) as part of the subscription fee:

- Web-based e-signing process that provides options for the presentation and review of Documents, methods of signature capture and user authentication, data capture and form fields.
- Workflows, reminders and notifications, attachments and e-delivery of the Documents to Users.
- Transaction management features for preparing and sending documents manually through the user interface or using transaction templates, and the ability to monitor and manage documents that are in progress or completed.
- Electronically signed Documents in PDF format with each e-signature digitally signed for comprehensive security and detection of any Document changes along with an embedded audit trail.
- An Evidence Summary Report is provided and both the electronic evidence and summary are protected by digital signing.
- A REST API along with Java and .Net SDKs to allow integrating third-party and custom applications with the SaaS Service.
- Support for native mobile applications and pre-built connectors to applications such as Salesforce and Microsoft Dynamics.

- If Customer chooses to deploy it, the SaaS Service offers a geolocation feature that allows for disclosure of a signatories' geolocation on the Transaction evidence summary report. Geolocation accuracy is dependent upon the browser and device used and Supplier is not responsible its accuracy.

OneSpan Sign provides customers with two different environments to support their development, testing and production needs. Each environment serves a specific purpose and has its own characteristics. These environments and their respective characteristics may change at Supplier's discretion.

Production:

- Production usage of the current version of OneSpan Sign;
- Documents are not watermarked;
- Subject to the Service Levels.

Sandbox (Staging):

- Integration, development and testing of the current version of OneSpan Sign;
- Documents are watermarked to make them unsuitable for production usage; Not subject to the Service Levels and security requirements and safeguards set out in the Contract; as such, Customer acknowledges that no production Data is to be uploaded to the Sandbox environment.

3. **OneSpan Sign Pricing:**

(a) Enterprise:

- OneSpan Sign Enterprise is priced based upon the number of annual Transactions committed in the applicable Order Document (“**Annual Commitment**”). Customer may exceed the Annual Commitment, but then must pay for Transactions or Documents in excess of the Annual Commitment.
- Enterprise Storage Limits:
 - Incomplete Transactions may be retained on the System up to one-hundred and twenty (120) days from the Transaction creation date, after which time Incomplete Transactions retained on the System will be charged overage charges per month of retention per Transaction (the “**Storage Fee**”); and
 - Complete Transactions may be retained on the System up to one-hundred and twenty (120) days from the Transaction completion date, after which time Complete Transactions retained on the System will be charged the Storage Fee
- Unlimited Annual Commitments:
 - Notwithstanding anything to the contrary, unlimited Transactions are non-transferable and may only be initiated by a Named User within Customer's or its authorized Affiliates' organization (i.e. Customer cannot share it's Account with third parties).

(b) Professional:

1. OneSpan Sign Professional is priced based on the number of individual Named Users set forth on the applicable Order Document. Professional Plans are limited to one thousand (1,000) Transactions per Named User per annual term, usage in excess of which will result in an additional Named User license fee.
2. Professional Storage Limits:
 - Incomplete Transactions may be retained on the System up to one-hundred and twenty (120) days from the Transaction creation date, after which time Incomplete Transactions will be deleted by Supplier; and
 - Complete Transactions may be retained on the System up to one-hundred and twenty (120) days from the Transaction completion date, after which time Complete Transactions retained on the System will be charged a Storage Fee.

(c) OneSpan Sign Virtual Room (“Virtual Room”):

- i. Virtual Room is priced based on the number of annual Session Participant Units committed in the applicable Order Document (the “**Virtual Room Annual Commitment**”). Customer may exceed the Virtual Room Annual Commitment, but then must pay for Session Participant Units in excess of the Virtual Room Annual Commitment.

- ii. Customer must download a Recorded Session within seven (7) days of the date the recording is available for download, after which time Supplier will delete the Recorded Session.
- iii. Customer receives 400 free Sandbox (Staging) Session Participant Units (SPU) per year. Use in excess of this limit will be charged Session Participant Units.
- iv. Supplier recommends Virtual Room Users maintain Internet speed of 3 Mbps or higher for optimal Product performance.
- v. A OneSpan Sign subscription is required for Virtual Room.

(d) Communication Hub (for use with OneSpan Sign): see [Communication Hub Service Description](#).

(e) OneSpan Identity Verification (for use with OneSpan Sign): see [OneSpan Identity Verification Service Description](#).

4. **OneSpan Sign General Terms:**

- Non-prepaid fees such as fees for excess usage and excess storage are invoiced quarterly in arrears; however, Supplier may elect to aggregate these fees over more than one quarter prior to invoicing for administrative convenience.
- A Maximum of 100 signatories per Transaction are allowed, signatories in excess of this amount create an additional Transaction.
- Unused annual Transactions, Documents, Session Participant Units and participant counts may not be carried over to the next annual term.
- OneSpan Sign may include Third Party Components which are subject to additional terms mandated by the third party provider and are available for review at <https://www.onespan.com/third-party-terms> and are incorporated into this Contract.

5. **OneSpan Sign Hold Your Own Key:** OneSpan Sign Enterprise Customers may participate in the Hold Your Own Key program subject to the Contract and the following terms:

- a. **“Hold Your Own Key”** or **“HYOK”** allows the Customer to use a Private Customer Master Key with the SaaS Service. **“Private Customer Master Key”** means an encryption key unique to the Customer provided by Supplier to encrypt data stored at rest. Supplier has no access to Private Customer Master Keys without Customer’s permission.
- b. Pricing for Hold Your Own Key is on per configured self-managed key management service (“KMS”) basis. For example, if Customer has twenty accounts, ten of which are in the US, and ten of which are in Canada, but they all point to the same HYOK KMS, then only one (1) HYOK fee is charged. However, if the same Customer has the US accounts pointing to one HYOK KMS and the Canadian accounts pointing to another, then the Customer will be charged two (2) HYOK fees.
- c. At Customer’s option, and not automatically included in the SaaS Service, Customer may elect to use a Private Customer Master Key for encryption of data at rest in OneSpan’s database which can consist of Documents, recorded evidence of the signing process, form fields entered by signers, passwords (hashed), signer authentication information, and ancillary documents. One (1) Private Customer Master Key is provided to Customer free of charge for Customers that purchase more than 100,000 Transactions annually. Customer must pay a fee for each additional key used annually. Customer may set up sub Accounts using the same Private Customer Master Key without additional charge. Customers that purchase less than 100,000 Transactions annually must pay a fee for each key used annually. Private Customer Master Key is not available for Professional Plans.

- d. As a condition of the HYOK program, Customer agrees that notwithstanding anything to the contrary in the Contract:
 - i. CUSTOMER IS LIABLE TO AND SHALL NOT SEEK RECOVERY FROM SUPPLIER FOR ANY AND ALL CLAIMS, ACTIONS OR PROCEEDINGS (INCLUDING MISSED SERVICE LEVEL COMMITMENTS) BASED ON OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH PRIVATE CUSTOMER MASTER KEYS UNDER THE HOLD YOUR OWN KEY PROGRAM, WITHOUT LIMITATION.

Customer agrees to indemnify and defend Supplier and its Affiliates, and their respective officers, directors, employees and agents from and against any claim, suit, proceeding, or action and pay any liabilities, damages and costs, including reasonable attorney's fees, arising out of or in connection with Customer's provision and use of Private Customer Master Keys.
