

SOFTWARE LICENSE SCHEDULE

This Software License Schedule is incorporated into and governed by the Master Terms available for review at www.onespan.com/master-terms.

1. Definitions

“**Client Software**” means Software that is either embedded in Hardware or downloaded and installed on a client device.

“**Documentation**” means Supplier’s then-current, generally available written product guides and user manuals for the applicable Software, including documentation made available at docs.onespan.com, as may be updated by Supplier from time to time, but excluding any third-party information or materials..

“**Server Software**” means the Software designed for installation and use on a computer server with which Supplier Products are licensed to operate.

“**Software**” means the machine readable object code version of the downloadable computer programs (including software development kits (SDK)), activation codes and related Documentation that Supplier makes generally available pursuant to this Contract).

“**User**” means:

- (a) for the products listed in Section 9 of this Schedule, the license metric specified for each Product in Section 9; and
- (b) for all other references to “User” in this Schedule, an individual end-user registered in the Server Software that is assigned at least one unique software key during the license Term.

2. License; Payment

2.1 **Software License.** Subject to Customer’s payment of the applicable fees and for the Term set forth in the Order Document, Customer is granted a limited, non-exclusive, non-transferable, right to use the Software and Documentation and to make a reasonable number of copies for archival, back-up, disaster recovery, testing and training purposes in accordance with the terms of this Contract and the applicable Order Document.

Customer’s use is subject to any other restrictions set forth in the Order Document. Except as provided in this Contract, no license under any patents, copyrights, trademarks, trade secrets, or any other intellectual property rights, express or implied, are granted by Supplier to Customer.

Customer’s rights to use the Software are limited to the quantities and license metrics specified in the applicable Order Document and this Schedule. Any licenses or usage quantities not utilized during a given Term (or applicable subscription period) shall not roll over, accrue, or carry forward to any subsequent Term or period. Customer shall be responsible for, and Supplier shall have the right to charge for, any use in excess of the licensed quantities or applicable usage limits (“**Excess Usage**”). Non-prepaid fees, including fees for Excess Usage, shall be invoiced quarterly in arrears; provided, however, that Supplier may, in its discretion, aggregate such fees over more than one quarter prior to invoicing for administrative convenience.

(a) Server Software

The maximum number of Users permitted to use the Server Software at any one time is the number of Users (i) specified in the Order Document(s) accepted by Supplier or its authorized reseller, (ii) set forth in the Documentation, or (iii) otherwise specifically authorized in writing by Supplier or its authorized reseller.

(b) Client Software

For Client Software provided without the activation code, Customer is granted a limited license to download and install the Client Software on a device that Customer or its User owns or controls. For enterprise editions of the Software, Customer is granted a limited right to sublicense the Client Software and/or the activation code to its Users subject to the terms of this Contract.

2.2 **Activation Codes.** Unless authorized by Supplier in writing, the Server Software activation codes are (i) only for use with the accompanying Client Software on the Hardware or client devices, (ii) intended to associate a single piece of Hardware or client device with the licensed Server Software, and (iii) will not be used to associate Hardware or client devices with any other program or platform. Customer is solely responsible for maintaining the confidentiality of all activation codes.

2.3 **Payment.** In addition to the Commercial Terms in the Master Agreement, Software licensed on a term basis shall be invoiced for its entire License Term in advance.

2.4 **Use Verification.** Customer will provide reasonable assistance to verify Customer’s compliance with the Contract, and provide Supplier with an accurate User count upon Supplier’s request (“User Report”). If Supplier determines that Customer has exceeded its permitted license rights, the Supplier may invoice Customer for such excess use in accordance with this Contract, including applicable Excess Usage fees.

3. Limits; Restrictions

3.1 **Use of the Software.** Customer is solely responsible for ensuring that its’ use of the Software complies with all applicable laws, including any consumer, data protection, data privacy and export control laws. Customer may use the Software only for Customer’s business purposes or such other purposes as authorized by Supplier or its authorized reseller in writing.

3.2 **Restrictions.** Customer must not:

- 3.2.1 use or copy the Software except as expressly permitted by this Contract or applicable law;
- 3.2.2 translate, reverse engineer, decompile, disassemble or attempt to derive the source code or object code of the Software, except to the extent expressly permitted by applicable mandatory law;
- 3.2.3 rent, lease, assign or otherwise transfer the Software and/or activation codes except as expressly agreed by Supplier in writing;
- 3.2.4 modify the Software or merge all or any part of the Software with any unauthorized program,

- unless the Software is designed and intended for such use or Supplier approves such use in writing;
- 3.2.5 modify or delete any copyright, trademark, or other proprietary rights notice on the Software and/or Documentation,
 - 3.2.6 copy, except to the extent permitted in this Contract or applicable law, any Supplier Product or Documentation without reproducing Supplier's copyright, trademark or proprietary rights notices on each copy,
 - 3.2.7 impair in any way Supplier's copyright, trademark or other proprietary rights;
 - 3.2.8 use, copy, modify or create new activation codes unless expressly permitted in this Contract; or
 - 3.2.9 use or allow the use of the Software in violation of U.S., European and other applicable export regulations, or for any other unlawful activity or in any unauthorized manner.

4. Redistribution and Sublicensing of Software

- 4.1 **Users.** Customer must ensure that all Users of the Software are notified of the terms and conditions of this Contract prior to use, and that such use is in accordance with the terms of this Contract.
- 4.2 **Sublicense Rights.** Customer may sublicense the Client Software, subject to a separate agreement with its Users, under terms no less protective of Supplier than this Contract, and subject to the following:
 - (a) Customer will permit use of the Client Software only on the Hardware or client devices authorized by Supplier in writing.
 - (b) Subject to the provisions of this Contract and the applicable Order Form, Customer may sublicense a limited, non-exclusive, non-transferable right for Users to use the Client Software on devices that the User owns or controls only in conjunction with Customer's licensed Server Software.
 - (c) A violation of any license or use restriction immediately terminates the right to use the Client Software and Customer will immediately terminate access to the Server Software.

5. Disclaimer of Liability:

- 5.1 Customer is solely responsible for any update, upgrade, and support that Customer extends or makes available directly or indirectly to Customer's authorized Users, and for all liability arising from redistribution and sublicensing.
- 5.2 Supplier's warranties and indemnities available to Customer under this Contract do not extend to Users, and Supplier makes no warranty and disclaims all liability of any kind to the Users.
- 5.3 Customer agrees to defend, indemnify, and hold Supplier free and harmless from any claim arising from or relating to Customer's redistribution and sublicensing of the Software.

6. Termination

In addition to the termination provisions of the Master Terms, Customer may terminate the Order Document at any time without right to refund.

7. Limited Software Warranty

- 7.1 Except as otherwise provided by applicable law, or as agreed with Supplier pursuant to a separate agreement, Supplier warrants that the storage media in the Software will be free from defects in materials and workmanship for ninety (90) days from the date that Customer acquires the storage media. If such a defect occurs within the warranty period, return it to Supplier or its authorized reseller for a free replacement. This remedy is Customer's exclusive remedy for breach of this warranty.
- 7.2 Supplier warrants that the Software will (i) conform to published Documentation in effect on the date that Customer receives the Software, (ii) perform substantially as described in the Documentation for a period of ninety (90) days after delivery provided that (a) the Software has been properly installed, (b) Customer submits to Supplier within the warranty period a written warranty claim describing in sufficient detail the nature of the defect, and (iii) the cause of defect was not (a) Customer's negligence or tampering with the Software, (b) repair, correction, or modification of the Software not provided or authorized by Supplier, (c) an error, bug, defect or failure of other software used in conjunction with the Software, or by (d) the Software's interaction or use in conjunction with products, technology, software, hardware, equipment or systems not expressly identified in the Documentation. Customer acknowledges that (i) the Software may not satisfy all of Customer's requirements, and (ii) use of the Software may not be uninterrupted or error-free. Customer further acknowledges that the Software license fees and other charges contemplated under this Contract are based on the limited warranties, disclaimers and limitations of liability in this Contract and that such charges would be substantially higher if any of these provisions were unenforceable.
- 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, correct or replace the defective Software or, if Supplier determines that this is not practicable, Supplier or its authorized reseller will accept return of the defective Software in exchange for a refund of the price Customer paid for such Software for the period during which the Software was not usable. Customer acknowledges and agrees that this Section 7 (Limited Software Warranty) sets forth Customer's exclusive remedy and Supplier's exclusive liability for any breach of warranty or other duty related to the quality of the Software.

8. Disclaimer

Supplier makes no warranty or assurance of any kind for third party products or services, including Software derived from third-party software as well as Open Source Software. "Open Source Software" means any software for which the human-readable program instructions known as source code are made freely available to the public to inspect, copy, modify and distribute. Open Source Software is made available subject to any applicable third party license agreement accompanying such software.

9. Product Specific Terms

The following terms are applicable for the specific product listed.

- **Digipass S3 Authentication Software On Premises Products:**

Digipass S3 Authentication Software (formerly called Nok Nok S3 Suite) Products are licensed on an Active User Account basis. “**Active User Account**” means a single Customer that was issued a credential or that used a credential through Digipass S3 in the respective year.

- **Next Gen App Shielding Products:**

Next Gen App Shielding Products are licensed on an Endpoint basis. “**Endpoint**” means a distinct instance of a Protected Application installed on a device that is authorized to communicate with the Next Gen App Shielding service. Each installation of the Protected Application on a device constitutes a separate Endpoint. If the same Protected Application is installed more than once (including reinstallation), or if different Protected

Applications are installed on the same device, each installation is treated as a separate Endpoint.

An Endpoint is counted from the time the Protected Application is installed on the device and the associated authorization is issued by the Next Gen App Shielding technology. It remains countable for so long as the associated authorization issued remains valid. Such authorization is subject to periodic renewal and expiration as part of its normal operation. As a result, Endpoint counts may increase or decrease over time, including where: (a) an installation is removed from a device but remains countable until the associated authorization expires, or (b) a subsequent installation on the same device creates a new Endpoint before a prior authorization has expired.

“**Protected Application**” means a mobile application that a customer has integrated with the NextGen App Shielding technology.