

# PROFESSIONAL SERVICES SCHEDULE

## 1. Definitions

“**Business Day**” means the working days of the Supplier office from which the Services are performed as listed at [www.onespan.com/support](https://www.onespan.com/support), and excluding Supplier holidays listed at <https://www.onespan.com/support/holiday-hours>.

“**Change Request**” means any request by either party for changes to the SOW scope and/or the estimated budget.

“**Day**” or “**Man-day**” means a period of eight (8) business hours within a Business Day.

“**Deliverable**” means the Supplier’s output in stated Project phases or activities, in the nature and form described in the SOW.

“**Maximum Service Hours**” are the maximum number of Professional Services hours Supplier will spend on a project as defined in the applicable SOW.

“**Professional Service(s)**” means the professional services described in the SOW to be performed for the named Customer by Supplier’s qualified personnel, remotely at Supplier’s premises and/or on-site at the Customer’s or other premises identified in the SOW.

“**Project**” means the project identified in the Statement of Work.

“**Packaged Services**” or “**Package**” are Professional Services packaged in an applicable SOW at [www.onespan.com/packaged-services](https://www.onespan.com/packaged-services).

“**Project Fees**” mean the cost of Professional Services, which may be either fixed fees or based on time and materials, as stated in the SOW.

“**Reimbursable Expenses**” include but are not limited to all out-of-pocket expenses for Project materials, supplies, document reproduction, shipping, telephone charges, reasonable travel, lodging and meal expenses incidental to the provision of Professional Services.

“**SOW**” means the Statement of Work containing the Professional Services scope and agreed Project details, subject to the Contract.

“**Tailored Services**” are Professional Services provided pursuant to a fully executed SOW containing Professional Services tailored to fit Customer’s unique needs.

## 2. Customer Responsibilities and Resources

The Customer must appoint a project manager to coordinate all aspects of the Project (the “**Project Manager**”) and, at no charge to Supplier, to fulfill requirements such as:

- Plan activities, oversee, and manage the Customer’s resources, employees, and contractors
- Coordinate issue management and resolution
- Manage Project changes
- Prepare and make available documentation describing the use cases, and all information necessary and relevant to the success of the Project
- Respond timely to Project requirements, clarification, and issues
- Promptly notify Supplier of Project-related problems such as deficiency or dissatisfaction with respect to Supplier’s performance of the Professional Services, any Deliverable, or any Supplier employee
- Operate and manage the relevant platform and application
- Satisfy Customer-related key assumptions stated in the SOW

## 3. Estimated Project Schedule; Resources

The estimated Project schedule in the SOW and any proposal for Professional Services is based on Supplier best practices, without estimation of delays such as in the performance of Customer’s responsibilities, availability of its resources, or delays introduced by environment infrastructure.

The actual Project start date will be determined based on the availability of the required Supplier and Customer resources. Supplier may realign the number of hours allotted a the specified resources without a Change Request only if the estimated total charges are not exceeded. Supplier will submit such realignment of allotted hours or resources for the Customer Project Manager’s approval, which shall not be unreasonably withheld.

Unless otherwise indicated in the applicable SOW, all SOWs shall expire one (1) year from the relevant Order Document Date for Packaged Services SOWs or from the SOW effective date for Tailored Services and shall be forfeited without refund or credit to Customer.

## 4. Project Fees

- (a) **Payment Terms.** Project Fees strictly cover only the specific activities and the time defined in the applicable SOW. Customer will pay the Project Fees, Reimbursable Expenses, and any additional service fees contemplated in the applicable SOW, within thirty (30) days of invoice date.
- (b) **Packaged Services.** Packaged Services are invoiced in advance of the delivery of the Professional Services, and the Order Document is the invoice.
- (c) **Tailored Services.** Tailored Service invoices are delivered electronically. Unless otherwise stated in the applicable SOW, SOWs submitted for signature are only valid for thirty (30) days from SOW Date indicated therein.
  - i. **Fixed Fee.** Invoices for fixed fee SOWs are issued upon completion of the milestones defined in the applicable SOW. If milestones are not defined in the SOW, then Supplier will provide invoices at the completion of (a) analysis and design, (b) acceptance testing as defined in the applicable SOW, (c) solution production deployment, and (c) final project acceptance as defined in Section 5. Fixed fee based Projects are not adjustable except as a result of changes in the work to be performed under the SOW, following the Change Request procedure below.
  - ii. **Time and Material.** Invoices for time and material SOWs are issued monthly. Fees are charged at hourly rates stated in the applicable SOW and are invoiced based on actual time expended, rounded to the nearest hour.

## 5. Completion/Acceptance Criteria

The Professional Services are accepted by default ten (10) days after completion of the final activity and/or Deliverable.

Supplier obligations are fulfilled on the occurrence of any of the following:

- Supplier performs the Project activities described in the SOW, including delivery to Customer of the Deliverables;
- Supplier exhausts the estimated hours of Professional Services specified in the Estimated Charges or any

subsequent Change Request; or

- Customer terminates the Project or Supplier terminates the SOW.

## 6. Change Request Procedure

Any adjustments or modifications to the Professional Services as defined in an applicable SOW must be requested via the Supplier project manager and may result in a Change Request or a Tailored Services SOW which may extend timelines and increase project costs.

Change Requests for Tailored Services must be indicated in a Change Request (CR) pursuant to Supplier's standard form, which includes, at a minimum, the scope of the change, the additional cost (if any), and the impact of the schedule, and observe the following procedures:

- (a) The requesting Project Manager must describe in the CR the change and its impact on the Project.
- (b) The requested change will be reviewed by both the Project Manager and Supplier, and jointly approved for further investigation, or jointly rejected.
- (c) Supplier will determine charges due on the investigation, as applicable, and/or costs and fees for the requested change.
- (d) If the investigation is authorized, the parties will sign the CR that will constitute approval for the investigation charges.
- (e) Supplier will invoice Customer for any such charges. The investigation will determine the effect that the implementation of the CR will have on price, schedule and other terms and conditions of the SOW.
- (f) A CR must be signed by both parties to authorize implementation of the investigated changes.

## 7. Term and Termination

**7.1 This Schedule.** The term of this Schedule begins on the Contract Effective Date as defined in the Master Terms (the "**Contract Effective Date**") and continues unless terminated in accordance with the provisions of the Contract.

**7.2 Packaged Services SOWs.** The term of a particular Packaged Services SOW begins on the Contract Effective Date and continues until the completion or expiration of the Professional Services, unless terminated: (a) by either party for a material breach of the SOW that is incapable of cure, or being capable of cure, remains uncured for 30 days after the breaching party receives detailed written notice thereof ("**Termination for Cause**"), or (b) by Customer for convenience by providing Supplier thirty (30) days prior written notice.

**7.3. Tailored Services SOWs.** The term of a particular Tailored Services SOW begins on the date indicated in the SOW and continues until the completion or expiration of the Professional Services, unless terminated: (a) by either party for **Termination for Cause**, or (b) by Customer for convenience by providing Supplier thirty (30) days prior written notice.

### 7.4 Effect of Expiration or Termination.

**7.4.1** Other than as agreed in Section 7.4.2, termination or expiration of a SOW does not: (i) relieve Customer's payment obligations, (ii) give Customer right to unused hours, or (iii) give either party any right to compensation,

reimbursement, refund, credit, or any other damages or losses.

**7.4.2.** Upon termination or expiration of an applicable SOW:

- (a) Supplier shall immediately stop performing the Professional Services,
- (b) other than for Supplier Termination for Cause, Supplier will promptly deliver to Customer all Deliverables for which Customer has paid,
- (c) other than for Customer Termination for Cause, all payments due under the applicable SOW (including time, materials, travel and expenses) are due as if those Professional Services had been completed, and
- (d) for a Customer Termination for Cause, Customer shall pay Supplier for all time, materials, travel and expenses accrued up to the date of termination at the rate in the applicable SOW or Supplier's then current Professional Service rates.

## 8. Ownership

Ownership of materials and documentation originated and submitted by the Customer under the SOW belongs exclusively to the Customer. Customer acknowledges that all patents, copyrights, trade secrets, and other intellectual property and proprietary rights in or to the work product including in Deliverables that Supplier may create for or provide to Customer under the SOW are and will remain exclusively owned by Supplier or its licensors.

Supplier grants Customer an indefinite term, non-exclusive, limited right to use, reproduce, and execute the Deliverables solely for the Project, for Customer's internal business, and in connection with the Supplier software and/or hardware products separately licensed or supplied to the Customer. Customer shall not distribute, transfer, disclose, or provide the use of the Deliverables to any third party other than as expressly permitted in the SOW. Any permitted use or disclosure to a third party shall be subject to the same confidentiality obligations as between the Customer and Supplier. Deliverables exclude Supplier's proprietary products or derivative works thereof obtained by Customer under a separate software license or other agreement.

## 9. Warranty

Supplier warrants that (i) it will use commercially reasonable efforts to perform the Professional Services in a timely and workmanlike manner, and (ii) the Deliverables will substantially conform to the specifications set forth in the SOW upon delivery, provided that Customer gives written notice to Supplier of any non-conforming Deliverables within ten (10) days from completion of the Deliverable.

In case of breach of this warranty or any other legal duty to Customer, Supplier's exclusive liability and Customer's exclusive remedy is the re-performance of the Professional Services, or the correction or replacement of the Deliverable. If Supplier determines that such remedies are not practicable, Supplier will (i) refund the Project Fees paid, or (ii) reduce the Project Fees reasonably allocable to such Professional Services or Deliverable. Supplier assumes no responsibility for services made available through or provided by independent third parties except when authorized by Supplier such as Supplier's subcontractor, or as required under applicable law.

## 10. Incorporated SOWs

Statements of Work are incorporated into this Schedule as follows:

- (a) **Tailored Services.** Tailored Service SOWs are executed by both parties and incorporate this Contract by reference, and
- (b) **Packaged Services.** Packaged Services SOWs are ordered by Customer pursuant to an Order Document and incorporate this Contract by reference.

## II. Additional Conditions

**II.1. Additional Responsibilities.** Customer agrees to (i) fully cooperate with Supplier, (ii) provide information and assistance as Supplier may reasonably request, and (iii) fulfil its responsibilities required in the SOW and in any schedule thereto.

Customer must provide adequate facilities and access with assistance of or via the Project Manager (as reasonably necessary) for on-site performance of the Professional Services. Customer acknowledges and agrees that successful provision of the Professional Services depends on the Customer's performance of its responsibilities herein and under the SOW. Delay in any phase of the scheduled Professional Services by more than 48 hours due to any act or omission attributable to the Customer or within its control,

including Customer's failure to fulfil its obligations such as to make payments when due, to timely provide accurate and complete information, may result in delay in the scheduled completion of the Project or individual phases of the Project. The parties agree to adjust any schedule in the SOW accordingly. Customer shall pay Supplier for the extended, additional, or remedial work at Supplier's then current standard rates. Customer is not responsible for any extension period caused by circumstances solely within Supplier's control.

Customer shall be solely responsible for the custody, storage, safekeeping, and proper use of all Deliverables delivered by Supplier under any SOW, including material components of Deliverables that may be necessary for future development or modification.

**II.2. Independent Contractor; Subcontractors.** Each party is an independent contractor and does not constitute by the Contract for Professional Services a partnership, joint venture, agency, contract of employment, or any other relationship. Supplier may subcontract any part of the Professional Services to third parties without Customer's consent. Supplier or its subcontractors are solely responsible for obtaining and maintaining appropriate insurances for its SOW activities, such as comprehensive general liability (bodily injury and property damage) and professional liability insurance.