

ONESPAN SAAS SERVICE LEVEL AVAILABILITY

1. Availability

Except for Maintenance Windows or as otherwise permitted herein, the SaaS Service will be available continuously at least 99.9% of the time on a monthly basis (“**Availability**”). The SaaS Service is considered unavailable when the SaaS Service is not accessible through the Internet at the point the data center connects to the public Internet for a reason other than a Force Majeure for a period of at least five (5) minutes.

General availability will be calculated per calendar month, as follows:

$$\frac{(\text{Total} - \text{Unplanned Downtime} - \text{Maintenance Window}) * 100}{\text{Total} - \text{Maintenance Window}}$$

Where:

- a. “**Total**” means the total number of minutes for the month.
- b. “**Unplanned Downtime**” occurs when the SaaS Service is unavailable for an unscheduled period of time lasting more than 5 minutes .
- c. “**Maintenance Window**” means a window in which the SaaS Service may be unavailable due to scheduled maintenance: Saturday or Sunday, from 12:00 am (midnight) to 6:00 am in the relevant time zone of the applicable data center, and up to an additional ninety (90) minutes per month of emergency maintenance at any time. Whenever reasonably possible, SaaS Service and System Maintenance is conducted in a manner so as to not impact SaaS Service availability.

2. Unavailability

For any partial calendar month within the Term, general availability will be calculated based on the entire calendar month. Should Supplier fail to achieve such Availability during any calendar month, Customer may receive a credit for the SaaS Service Fees paid for said month for each day or fraction thereof when the SaaS Service is not Available to Customer equivalent to 1/30th of the applicable monthly SaaS Service Fee, provided Customer properly requests such credit. The credit granted shall be Customer’s sole and exclusive remedy and Supplier’s sole and exclusive liability for any unavailability or downtime of the SaaS Service. In no circumstance shall the unavailability of the Subscription SaaS Services be deemed a default under the Agreement.

Customer must submit a request for credit for the SaaS Service unavailability by sending an email to support@onespan.com stating the following: (i) billing information, including company name and billing address, billing contact and billing contact phone number; and (ii) dates and time periods for each instance of downtime that Customer experienced in the relevant calendar month. Credit may only be made on a calendar month basis, and only when Customer makes the credit request within ten (10) days of the end of the calendar month when unavailability is experienced. All credit requests will be verified against Supplier’s system records. Should any credit request be disputed, Supplier will provide Customer a record of SaaS Service availability for the period in question. Any credit owed will be applied against Customer’s current or future invoices and is not refundable.