

OneSpan Community

TERMS OF USE

THIS ONESPAN TERMS OF USE AGREEMENT (THE "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU AND ONESPAN, (TOGETHER WITH ITS AFFILIATES, "ONESPAN", "WE", "US", "OUR" OR ANY VARIATION THEREOF). PARTICIPATION IN THE DEVELOPER PROGRAM AND USE OF THE SITE AND ITS CONTENT IS GOVERNED BY THIS AGREEMENT. "ONESPAN" REFERS TO ONESPAN DATA SECURITY INTERNATIONAL GMBH, BALSBERG, BALZ-ZIMMERMANNSTRASSE 7, CH-8152 GLATTBRUGG, SWITZERLAND, IF AND TO THE EXTENT THE DEVELOPER PROGRAM AND USE OF THE SITE IS USED OUTSIDE OF NORTH, SOUTH, AND CENTRAL AMERICA OR THE CARIBBEAN AND ONESPAN NORTH AMERICA INC., 121 W WACKER DRIVE, SUITE 2050, CHICAGO, ILLINOIS, U.S.A., IF AND TO THE EXTENT THE DEVELOPER PROGRAM AND USE OF THE SITE IS USED IN NORTH, SOUTH, AND CENTRAL AMERICA OR THE CARIBBEAN.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY TAKING ANY STEPS TO ACCESS OR USE THE SITE OR ITS CONTENT YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF. IN SUCH A CASE, REFERENCES TO "YOU" IN THIS AGREEMENT SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE THE AUTHORITY OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU MAY NOT USE THE SITE OR ITS CONTENT.

EXCEPT WITH OUR PRIOR WRITTEN CONSENT IN EACH INSTANCE, YOU MAY NOT ACCESS THE SITE OR ITS CONTENT IF YOU SELL, LICENSE, DISTRIBUTE OR MARKET AN ELECTRONIC SIGNATURE PRODUCT ("COMPETITOR"). ACCORDINGLY, BY ACCEPTING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE NOT A COMPETITOR.

WE MAY MODIFY THIS AGREEMENT OR OTHER TERMS REFERENCED IN THIS AGREEMENT AT OUR DISCRETION AT ANY TIME BY (I) POSTING THE CHANGES ON THE SITE, (II) BY SENDING NOTICE VIA AN EMAIL TO THE EMAIL ADDRESS YOU PROVIDE UPON REGISTRATION, OR (III) BY ANY OTHER NOTICE METHOD AS WOULD REASONABLY COME TO YOUR ATTENTION ("NOTIFICATION"). YOUR SOLE RECOURSE IF YOU DO NOT ACCEPT THE MODIFICATION IS TO DISCONTINUE USING THE SITE AND ITS CONTENT. THE REVISED AGREEMENT WILL BECOME EFFECTIVE FIVE (5) DAYS FOLLOWING NOTIFICATION UNLESS YOU EXPRESSLY ACCEPT THE REVISED AGREEMENT EARLIER. YOUR CONTINUED ACCESS TO AND USE OF THE SITE OR ITS CONTENT AFTER THE MODIFICATION HAS COME INTO EFFECT CONSTITUTES YOUR ACCEPTANCE OF THE MODIFICATION AND YOU AGREE THAT YOU WILL BE DEEMED TO HAVE ACCEPTED THE MODIFICATION, WITH NO ADDITIONAL WRITTEN AGREEMENT OR EXPRESS ACKNOWLEDGEMENT REQUIRED. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE FOR ANY MODIFICATION TO THIS AGREEMENT.

1. DEFINITIONS

"Comments" mean suggestions, enhancement requests, recommendations or other feedback provided to OneSpan or made available on the Site by You.

"Content" means elements available to You or provided by You via the Developer Program, such as discussion forums, questions and answers, information, code, software, products, downloads, documents, communications, files, text, graphics, publications, tools, and all other information uploaded, emailed, posted, published or otherwise transmitted through the Site.

"Developer Program" means the program offered by OneSpan or its affiliates for developers, administrators, and end users to develop and test certain products or services for use and interoperability with specified OneSpan services or 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 use, inspect, copy, modify, and distribute.

"Personal Information" means any information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual.

"Site" means the Community Program website operated at <https://community.onespan.com> including the discussion group, chat area, bulletin board, news group, demonstration, or e-mail function and such other webpages and locations as made available from time to time by OneSpan or which reference these Terms of Use.

"You" means the individual end user of the Site, together with any company that employs the individual user or that the individual user represents.

2. ACCESS TO THE SITE AND ACCOUNT SECURITY

- 2.1. **Account Enrollment.** In order to become a member of the Developer Program you must register for an account. Your registration must include the name of any company that employs You or that You represent and on whose behalf You are entering into this Agreement. You must select a username and password as part of the security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that

your account is personal to you and agree not to provide any other person with access to the Site or portions of it using your user name, password, or other security information. You agree to notify Us immediately of any unauthorized access to or use of your user name or password or any other breach of security. We have the right to disable any user name, password, or other identifier at any time in Our sole discretion for any or no reason, including if in Our opinion, You have violated any provision of this Agreement

- 2.2. **Site Access.** We reserve the right to withdraw or amend the Site, and any Content provided on the Site, in Our sole discretion without notice. From time to time, We may restrict access to some parts of the Site, or the entire Site without notice. We will not be liable if for any reason all or part of the Site is unavailable at any time or for any period. You are responsible for making all arrangements necessary for Your access to the Site.
- 2.3. **Data Processing; Privacy.** You agree that OneSpan our affiliates and subprocesses may collect, process and use information, including Personal Information, about You during the Developer Program enrollment process and during Your use of the Site. We are serious about guarding the security of Your Personal Information. Please read the OneSpan Privacy Statement at www.onespan.com/privacy-center to see how We store, use and share it and how You can control it.

3. DEVELOPER PROGRAM

- 3.1. **Rules of Conduct.** You acknowledge and agree that You are responsible for Your account and any Content, posts, or other information you make available via the Site including their legality and reliability.

3.1.1. **Prohibited Uses:** You will not and will not permit any other users, or enable any other third party, to:

- a) upload, email, post, publish or otherwise transmit through the Site any Content that: (i) is false, libelous, misleading, defamatory, obscene, offensive, hateful, threatening, defamatory, harassing, pornographic, obscene, racist, incites violence, or contains graphic or gratuitous violence or is otherwise illegal or could give rise to civil liability; (ii) is harassing or invades another's privacy, or promotes bigotry, racism, hatred or harm against any group or individual; (iii) infringes another's rights, including but not limited to intellectual property rights; (iv) constitutes unsolicited bulk e-mail, "junk mail," "spam" or chain letters; (v) contains confidential information of Your company, or any other person or entity, including, but not limited to, proprietary information, trade secrets, Personal Information, and the terms of OneSpan-related agreements; (vi) contains any malware, viruses, trojan horses, or other malicious content; (vii) contains a solicitation of funds, promotion, advertising, solicitation for goods or services, or other marketing matter; (viii) can be considered unauthorized commercial communications (such as spam) on or through the Site, (ix) is not solely related to OneSpan products and services; or (x) violates any applicable laws or regulations;
- b) use the Site in any commercial manner;
- c) solicit other users of the Site for any purpose by any means;
- d) process, collect or store Personal Information about other users or individuals;
- e) impersonate any person or organization, or falsely state your affiliation with a person or organization;
- f) engage in any activity, including the development or distribution of any software (whether in the form of object code or source code), that interferes with, disrupts, damages, or accesses in an unauthorized manner any OneSpan services or any OneSpan platforms, servers, or systems, or those of any of its Affiliates or any third party;
- g) make any statements that Your product or services are "certified" or otherwise endorsed by OneSpan or that its performance is guaranteed;
- h) assert, authorize, assist or encourage any intellectual property claim against OneSpan or any of its Affiliates, customers, licensors or suppliers associated with the Developer Program or the Content regarding the Developer Program or the Content;
- i) access or use the Site or any Content if you're under the age of eighteen (18);
- j) remove any copyright or other proprietary notices, legends, symbols or labels appearing on or in the in the Content or any reproduction thereof;
- k) modify, alter or create derivative works from the Content in any way;
- l) distribute, disclose, sell, lease, rent, sublicense or relicense Content to others including on a service bureau basis; or
- m) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Content.

3.1.2. **Prohibited Forms of Access.** You will not and will not permit any other users, or enable any other third party, to:

- a) interfere with the Site or try to access it using a method other than the interface and the instructions that We provide, such as using automated means (including harvesting bots, robots, spiders, or scrapers) without Our permission;
- b) do anything that could disable, overburden, or impair the proper working of the Site, such as a denial of service attack;
- c) upload viruses or other malicious code;
- d) engage in or encourage any other person to generate fraudulent impressions or clicks or downloads on any advertisement including but not limited to the use of robots or automated query tools or other software; or
- e) facilitate or encourage any violations of this Agreement.

- 3.2. **Open Source.** The Content may contain Open Source Software. To the extent any such Open Source Software license requires terms with respect to such Open Source Software that are inconsistent with this Agreement, then such rights in the applicable Open Source Software license shall take precedence over the rights granted in this Agreement, but solely with respect to such Open Source Software. You acknowledge that any applicable Open Source Software license is solely between You and the applicable licensor of the Open Source Software and that You shall comply with the applicable Open Source Software license. You agree not to use any Open Source Software in the creation of applications You've developed using the Content in such a way that would cause any portions of the Content to be subject to any Open Source Software licensing terms or obligations.
- 3.3. **Compliance with Laws.** You must comply with all applicable laws, regulations, policies and industry guidelines.
- 3.4. **Attributions.** Any reproduction or use of the Content shall contain all copyright and other proprietary notices or legends found on the original.
- 3.5. **Acceptable Use.** We have the right to determine what constitutes fair or acceptable use and to change Our acceptable use policies from time to time. We may remove any Content for any reason, at any time, in Our sole discretion.
- 3.6. **Suggestions.** To the extent You provide or otherwise communicate any Comments, You hereby grant OneSpan a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual, unrestricted license to use and/or incorporate the Comments and all underlying ideas contained in the Comments into OnSpan's products or services and create any derivative works thereof.
- 3.7. **Submissions.** By uploading, emailing, posting, publishing or otherwise transmitting Content to the Site or submitting or making any Content available to Us, You automatically grant (or warrant that the owner of such rights has expressly granted) OneSpan and its designees a worldwide, perpetual, royalty-free, fully paid-up, transferable, sublicensable, irrevocable, nonexclusive, unrestricted right and license to reproduce, publish, transmit, perform, display, distribute, access, index, store, cache, modify, adapt, create derivative works from, and otherwise use such Content in any form, medium, or technology now known or later developed for any reason, including, without limitation, for promotional or advertising purposes, with our without credit to, approval from or compensation to You. OneSpan and its designees are free to use any ideas, concepts, know-how or techniques contained in any Content You provide for any purpose whatsoever, including but not limited to, developing and marketing products, services, and Content. Any Content You transmit to Us, even if marked as confidential, shall not create any confidentiality obligations on the part of OneSpan unless otherwise agreed in a separate, signed agreement.
- 3.8. **Monitoring.** We, along with our affiliates, are entitled to, but not obligated, to review or retain Content while You are visiting the Site, and We cannot guarantee that the Site is free of illegal material or other content that may be considered unacceptable. OneSpan may monitor Your Content to evaluate the security of the Site, compliance with this Agreement, or for other reasons. When it comes to Our attention, OneSpan may review Content to determine whether it is illegal or violates our Agreement, and We may remove or refuse to display it. In serious instances of abuse we may also notify the police or relevant law enforcement agency. You agree that Our monitoring activities or lack thereof will not entitle You to any cause of action or other right with respect to the manner in which We monitor Your communications. In no event will We be liable for any costs, damages, expenses or any other liabilities incurred by You as a result of OneSpan's monitoring activities or lack thereof.
- 3.9. **Deletion of Content.** We may remove any Content or information at any time for any reason in our sole judgement, including if we believe that it violates this Agreement or is otherwise objectionable. Content that is deleted from the Site may remain in back-up storage for an undefined period of time and may be used for various purposes including, but not limited to, research and analysis.
- 3.10. **No Support.** We are not obligated to provide support, maintenance, updates, upgrades, modifications or new releases of any Content ("Updates"). Should We decide, in our sole discretion, to provide any Updates, the terms of this Agreement will govern such Updates unless its accompanied by separate terms, in which case those terms shall control.
- 3.11. **Costs and Expenses.** You are solely responsible for all costs and expenses related to Your use of the Developer Programs and Content, including the development of any applications, as applicable. In any event, We will not reimburse you for any costs or expenses.
- 3.12. **Links.** Any non-OneSpan linked sites are not under the control of OneSpan and We are not responsible for the content of any linked site or any link contained in a linked site. We reserve the right to terminate any link or linking program at any time. If You decide to access any of the third party sites linked to this Site, You do this entirely at your own risk.

- 3.13. **Feed-Back, Communications and Complaints.** If You have a problem or complaint about the Site or its users, or want to give Us feedback, You may contact Us by emailing info@onespan.com. We will notify You of service announcements, administrative messages and other important information by using the contact information You provided (e.g. email address) or by posting such information on the Site. You may not opt out from receiving these communications (unless you delete your account and stop using the Site).
- 3.14. **Modifications to the Site.** OneSpan is constantly modifying and improving the Site. We may add or remove functionalities or features and we may suspend or stop a service altogether for any reason or no reason at all, in our sole discretion.

4. PROPRIETARY RIGHTS

- 4.1. **Trademarks.** OneSpan™ and all related names, logos, product and services™ names, designs and slogans are trademarks of OneSpan or its affiliates or licensors. You must not use such marks without the prior written consent of OneSpan, and nothing in this Agreement shall be construed as granting such permission. Other company and product names may be trademarks of the respective companies with which they are associated. This Agreement does not grant to you the right to use them.
- 4.2. **Site.** Other than Your Content (which you license to OneSpan and other users as indicated herein), the Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by OneSpan, its licensors or other providers of such material and are protected by copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. This Agreement permits You to use the Site for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Site, except as indicated herein.
- 4.3. **Content.** Subject to the terms of this Agreement, OneSpan grants to You a non-exclusive, non-sublicensable, non-transferable, revocable, limited license during the term of this Agreement to access and use the Content for the sole purpose of developing and testing products or services for use and interoperability with OneSpan services or products.

5. DISCLAIMERS.

- 5.1. You understand that OneSpan cannot and does not guarantee or warrant that files available for downloading from the Internet or the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Site for any reconstruction of any lost data. ONESPAN WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY CONTENT POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.
- 5.2. YOUR USE OF THE DEVELOPER PROGRAM, SITE, CONTENT AND ALL INFORMATION AND OTHER MATERIALS CONTAINED OR MADE AVAILABLE THEREIN (THE "DISCLAIMED ITEMS") IS AT YOUR OWN RISK. THE DISCLAIMED ITEMS ARE PROVIDED "AS IS", "AS AVAILABLE", "WITH ALL FAULTS" WITHOUT WARRANTY OF ANY KIND. ANY AND ALL WARRANTIES, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE DISCLAIMED ITEMS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, INTEGRITY OF DATA, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. WITHOUT IN ANY WAY LIMITING THE FOREGOING, ONESPAN DOES NOT REPRESENT OR WARRANT THAT THE DISCLAIMED ITEMS WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE. YOU ACKNOWLEDGE THAT IN USING THE DISCLAIMED ITEMS, THIRD PARTIES MAY UPLOAD CONTENT THAT IS SENSITIVE CONFIDENTIAL AND/OR PROPRIETARY INFORMATION WHICH ONESPAN HAS NO CONTROL OVER AND FOR WHICH ONESPAN WILL ASSUME NO LIABILITY. WITHOUT LIMITING THE FOREGOING, ONESPAN MAKES NO WARRANTY OR ASSURANCE OF ANY KIND FOR THIRD PARTY PRODUCTS AND SERVICES, INCLUDING THAT WHICH IS DERIVED FROM THIRD-PARTY SOFTWARE AS WELL AS OPEN SOURCE SOFTWARE. OPEN SOURCE SOFTWARE (IF ANY) IS MADE AVAILABLE SUBJECT TO ANY APPLICABLE THIRD PARTY LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

6. LIMITATION OF LIABILITY

- 6.1. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ONESPAN NOR ITS AFFILIATES, LICENSORS OR SUPPLIERS (INCLUDING ANY OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF ONESPAN ITS AFFILIATES, LICENSORS OR SUPPLIERS) (THE "ONESPAN PARTIES") SHALL, UNDER ANY CIRCUMSTANCES, HAVE ANY LIABILITY TO YOU FOR ANY INDIRECT, RELIANCE, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS OR DAMAGE TO BUSINESS REPUTATION OR GOODWILL, COST OF PROCUREMENT OF

SUBSTITUTE SERVICES OR GOODS, LOST OR DAMAGED DATA, SERVICE DOWNTIME, CHANGE IN IP ADDRESS, BUSINESS INTERRUPTION, REPLACEMENT OR RECOVERY COSTS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THEY ARE FORESEEABLE OR UNFORESEEABLE, AND WHETHER ARISING OUT OF BREACH OR FAILURE OF AN EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER THEORY OF LIABILITY OR CAUSE OF ACTION OR OTHERWISE. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF ONESPAN'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS, ACTIONS OR PROCEEDINGS BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STATUTORY DUTY, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED A TOTAL OF FIFTY DOLLARS (USD) (\$50.00).

7. INDEMNIFICATION

You agree to defend (at OneSpan's option), indemnify, and hold harmless the OneSpan Parties from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) arising out of or relating to: (a) Your use of the Site and Content (b) Your Content or the use or distribution thereof; (c) any breach or alleged breach by You of any representation, warranty, or obligation contained in this Agreement; (d) any damage or loss caused by negligence, fraud, dishonesty or willful misconduct by You or any of Your affiliates, employees, agents, contractors, suppliers or customers; (e) any contract or agreement between You and a third party; (f) Content posted or otherwise provided by You, (g) any infringement or alleged infringement of a patent, copyright, trademark or other intellectual property right relating to this Agreement; or (h) any alleged or actual violation by You of any applicable laws. OneSpan reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify and You agree to cooperate with OneSpan's defense of these claims. You may not settle any matter without the prior written consent of OneSpan.

8. COPYRIGHT INFRINGEMENT POLICY

We have adopted a policy that provides for notification and removal of Content that allegedly infringes the rights of copyright holders. If you believe that any user contributions violate Your copyright. It is Our policy to terminate the user accounts of repeat infringers.

9. TERMINATION

OneSpan may, in its sole discretion and without notice, at any time suspend or terminate your access to the Site and any account(s) You may have in connection with the Site for any reason or no reason at all in OneSpan's sole discretion. You may terminate Your use of the Site by no longer using the Site or closing your account. Upon termination you may lose your content and any account information.

10. GENERAL

10.1. **Trade Controls.** You acknowledge that the Content may be subject to compliance with Canadian, United States, European Union and other export controls and trade sanctions laws and regulations ("Trade Controls"). You shall: (i) comply strictly with the legal requirements established under these Trade Controls with respect to its access to, use and disposition of the Content and related technical information, documents and materials; (ii) cooperate with OneSpan in any audit or inspection that relates to these Trade Controls; (iii) not use, make available, provide or otherwise deal, directly or indirectly, with the Site or the Content or any related technical information, documents or materials, in, in connection with, or for the benefit of any destination, company or person restricted or prohibited by these Trade Controls including, but not limited to, persons in Cuba, the Crimea region of Ukraine, Iran, North Korea, Sudan or Syria, and any prohibited end-users targeted under applicable Trade Controls.

10.2. **Notices.** Notice given in accordance with this Agreement will be effective upon receipt by the party to which it is given.

10.2.1. **Notices to You.** You agree that OneSpan may send you notices electronically including via e-mail and/or posted to the Site.

10.2.2. **Notices to OneSpan.** Notices to OneSpan must be in writing and must be given by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid to GMBH, BALZ-ZIMMERMANNSTRASSE 7, CH-8152 GLATTBRUGG, SWITZERLAND, Attn: Legal & Compliance.

10.3. **Entire Agreement.** Except as otherwise specifically agreed by the parties, this Agreement constitutes the entire agreement between the parties with respect to the Developer Program, the Site, and the provision and usage of Content herein and this Agreement supersedes any other agreement or discussions, oral or written, and may not be changed except by a written agreement signed by OneSpan. OneSpan shall not be bound by any other provisions in purchase orders, online procurement or invoicing portals or other documents which are inconsistent with or in addition to the provisions hereof, except when expressly agreed to in writing and signed by an authorized representative of OneSpan.

10.4. **Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, either in its entirety or in a particular application, such provision or unenforceable portion shall be severed from this Agreement and the other provisions shall remain in full force and effect.

- 10.5. **Assignment.** You may not assign or transfer Your rights or duties in whole or in part to a third party without the prior written consent of OneSpan. OneSpan reserves the right to assign this Agreement to an affiliate with or without notice at any time without Your consent.
- 10.6. **Applicable Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of (i) the Province of Quebec, if You are located in Canada, (ii) the laws of Switzerland, if You are located in the European Union, or (iii) the laws of the State of Illinois, if You are not located those countries listed under (i) or (ii). The following shall have sole and exclusive jurisdiction over any action, claim, demand, proceeding or lawsuit whatsoever arising under or in relation to this Agreement or its subject matter: (i) the courts of the district of Montreal, if You are located in Canada; (ii) the District courts of Zurich, if You are located in the European Union, (iii) the courts of the State of Illinois located in the county of DuPage County or the federal court of the United States situated therein, if You are not located those countries listed under (i) or (ii). The parties exclude from this Agreement the application of the United Nations Convention on Contracts for the International Sale of Goods. OneSpan may seek injunctive relief or file for collection of debt in courts with appropriate jurisdiction as may be necessary.
- 10.7. **Survival.** The terms, conditions and warranties contained in this Agreement which by their nature and context are intended to survive the performance hereof shall so survive the expiration or termination of this Agreement.

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