ONESPAN SOFTWARE MAINTENANCE AND SUPPORT

These OneSpan Software Maintenance and Support terms apply to on-premise Software only. Please see the SaaS Subscription Schedule for support terms related to Software-as-a-Service support. Terms not defined herein have the meaning given to them in the Master Terms.

1. Definitions

"**24x5**" means Monday 8 AM SGT (Singapore Time) until Friday 9 PM EST (Eastern Time) on Business Days.

"**Business Days**" means any day from Monday through Friday, except January 1 and December 25.

"**Business Hours**" means the Business Day hours listed at www.onespan.com/support based upon the Customers' geographic region corresponding to the OneSpan office providing the Support Service.

"**Case**" means a request for Support Services.

"**Commencing Work**" means when Supplier begins working on Resolution of the Case.

"**Community Portal**" means the OneSpan Community site located at https://community.onespan.com.

"**Customer Designated Contact(s)**" means the individual(s) identified by Customer authorized to obtain Support Service.

"**Customer Portal**" means the Customer portal/My Maintenance section on the Supplier website https://cp.onespan.com where Customer can download Software Maintenance and Technical Product Information.

"**Customer Support Portal**" or "**CSP**" means the Customer Support Portal available through https://support.onespan.com where Customer may access information regarding Supplier's Support Services.

"**Incident**" means a Case request for any problem or failure that materially decreases the functionality or performance of the Supported Software. Incidents do not include any problem or failure caused by the improper use or operation of the Supported Software.

"**Request for Information**" means a Case request for answers to questions.

"**Resolution**" means i) for Incidents, the correction of an error including a fix or reasonable workaround; ii) for Service Requests, the execution of the request; and iii) for Requests for Information the provision of that information.

"**Response Time**" means the length of time it takes Supplier to respond to Customer's initial request for Support Services based upon Supplier's reasonable interpretation and classification of the request. Suppliers initial response may include, amongst other things, classifying the Case, confirming the case priority and type, requesting clarification for the Case, and explaining the next steps to Commencing Work.

"**Service Level Objective**" means the support service standards set forth in Table 2 as they apply to Premier, Elite Lite and Elite Support Service plans for production environment Incidents only.

"**Service Request**" means a Case request for a change in configuration, branding, account settings, or to reset passwords, and other similar non-urgent, requests.

"**Software Maintenance**" means Supported Software Updates that Supplier may provide to Customer from time to time during the Term.

"**Support**" and "**Support Service**" means remote assistance in post-sales trouble-shooting of Supported Software as indicated herein.

"**Supported Software**" means one or more on premise Software (including software development kits (SDK)) licensed on a limited or perpetual basis for which Support Service is purchased and that is duly registered with Supplier, installed, integrated, and operated according to Supplier specifications.

"**Technical Product Information**" means Documentation, knowledgebase articles, "How-To" User Guides on how to use Products and respective Software Maintenance.

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"Update" means, (a) for minor releases: any release of Supported Software that does not add new features or content; typically intended to solve minor problems such as bugs or security issues, and (b) for major releases: any release of Supported Software that includes significant changes in function or functionality of a prior version of the Supported Software. A major release is generally identifiable by a change in the first digit of the Software release number. Supplier reserves the right to declare individual releases as a major release, regardless of digit changes.

"Validation Service" means the separate and chargeable implementation validation services required to obtain Premier , Elite Lite and Elite Support Services for OneSpan Authentication Server Framework ("OASF") and Mobile Security Suite ("MSS").

2. Support Services

2.1 Support Hours: Support Service availability depends on the priority of the Case and the level of Support Services purchased by Customer as detailed in Table 1.

2.2 Requesting Support: The Customer Designated Contact may contact support via telephone, e-mail, and live chat through the Customer Support Portal.

P1 and P2 Incidents must be logged by telephone.

All Cases must include a reasonably detailed written description of the decrease in functionality or performance and impact of the Supported Software. Any Supplier time spent in the Resolution of a Case that is ultimately determined by Supplier, after using commercially reasonable efforts, not to be a Supplier side defect, shall be reimbursed by the Customer on a time and materials basis.

2.3 Personnel and Communication: Supplier and the Customer will provide the necessary and appropriate personnel as required to find a Resolution. Supplier and Customer will cooperate to obtain or supply information and data, and run tests in order to assist in finding a Resolution in a timely manner.

2.4 Incidents. Supplier will use commercially reasonable efforts to deliver Incident Support Services pursuant to Table 2.

2.5 Service Level Objectives: If Supplier fails to meet the Service Level Objectives, Supplier will assemble a multi-disciplinary team to work with Customer until Resolution is achieved, which is Customer's exclusive remedy and Supplier's exclusive liability for missed Service Level Objectives.

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Table 1 – Support Services

Description		Essential	Premier	Elite Light	Elite
P1 & P2 Incident Support via telephone		Business Hours	24 x 7	24 x 7	24 x 7
P3 & P4 Incident Support via e-mail, live chat and telephone		Business Hours	24 x 5	24 x 5	24 x 5
Service Request – Response Time		Next Business Day	8 hours 24 x 5	8 hours 24 x 5	8 hours 24 x 5
Request for Information – Response Time		Commercially reasonable efforts	8 Business Hours	8 Business Hours	8 Business Hours
Supported Software Maintenance	P1 case Maintenance patches are provided as needed; P2 case Maintenance patches may be provided as needed	✔	✔	✔	✔
	P3 and P4 Maintenance patches may be provided on subsequent Supported Software release as needed	✔	✔	✔	✔
Knowledgebase access		✔	✔	✔	✔
Customer Support Portal access		✔	✔	✔	✔
Root Cause Analysis for P1 Incidents Upon Request			✔	✔	✔
Service Level Objectives			✔	✔	✔
Status Review (Support Service)			E-mail report 1 / quarter Live meeting 1 / year	Live meeting 1 / quarter	Live meeting 1 / quarter
Designated Support Specialist				1 per 6 customers	1 per 4 customers
Support status review meetings aimed at expediting Resolution times (regular cadence calls as agreed with Customer)				✔	✔
Priority Case routing				✔	✔
Up to 20 days on-site assistance per year (travel and lodging included)					✔

Table 2: Case Classification and Response Times

Case Type		Essential Support		Premier / Elite Lite/ Elite Support		
		Response Time		Response Time	Commencing Work	Updates
Incident	P1	1 Business Hour (phone)	Service Level Objective	5 mins (24 x 7) (phone) 1 hour (during 24 x 5) (email/CSP)	<1 hour work continuously	Every 1 hour
	P2	1 Business Hour (phone)		5 mins (24 x 7) (phone) 1 hour (during 24 x 5) (email/CSP)	<1 Business Hour work continuously (during 24 x 5)	Every 2 hours
	P3	Next Business Day		4 hours (during 24 x 5)	8 Business Hours	N/A
	P4	Commercially reasonable efforts		4 hours (during 24 x 5)	8 Business Hours	N/A
Service Request (P3-P4)		Next Business Day		8 hours (during 24 x 5)	8 Business Hours	N/A
Request for Information (P3-P4)		Commercially reasonable efforts		8 Business Hours	Commercially reasonable efforts	N/A

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Table 3 – Incident Priority Matrix

			Impact		
			Low	Medium	High
			• Affects few of Customers' Users (30 % or lower) • Affects the operations in a production or non-production environment • Customer experiencing low business impact	• Affects most of Customers' Users (>30 %) • Affects the operations in a production environment • Customer experiencing medium business impact	• Affects all Customers' Users • Affects the operations in a production environment • Customer experiencing high business impact
Urgency	Low	• Customer is experiencing occasional stoppage • Workaround is available • Non-business critical functionality • Examples include, but are not limited to, text errors, documentation	P4	P3	P2
	Medium	• Customer is experiencing a partial or occasional stoppage • Work-around is cumbersome to use • Business critical functionality • Examples include, but are not limited to, performance degradation, non-production issues that block project execution, service requests, signed document packages not available, reports missing, document triggers not working properly, web administrator issues, rule creation issues,	P3	P2	P1
	High	• Customer is experiencing continuous stoppage • No workaround available to restore Customer to normal business operations • Business critical functionality • Examples include, but are not limited to, document signature request fails, authentication/signature verification fails, scoring requests fail	P2	P1	P1

3. Conditions and Exclusions

Support Services do not include:

(a) Diagnosis and rectification of any error resulting from:

    i. use of Supported Software after Support Services have terminated or expired

    ii. direct or indirect operator error or omission

    iii. failure of the Customer to implement recommendations advised by Supplier

    iv. use, operation, or merger of the Supported Software with hardware, software, or programming languages or in an environment other than that for which the Supported Software are designed or authorized by Supplier

    v. modifications to the Supported Software not made or authorized by Supplier

    vi. a bug, error, defect in, or failure of any software operating in conjunction with the Supported Software not

    vii. supplied or authorized by Supplier

(b) Installation (remote or on-site)

(c) Integration/configuration

(d) Consultation or inquiry, administration, configuration, design, training, customization, and database repair

(e) On-site assistance (other than as indicated for Elite Support Services)

(f) Order status follow-up

(g) Software enhancements

4. Validation Services

Premier, Elite Lite and Elite Support Services for OASF and MSS are available only upon completion of the Validation Service. The Validation Service is purchased and charged to Customer pursuant to an Order Document, and consists of an expert examination of the OASF or MSS implementation and determination of areas where Supplier technology may be leveraged for a more secure and efficient implementation. The Validation Service typically takes two (2) Business Days and reflects various communications between the Supplier integration expert and the Customer IT representative. The result is a customized written evaluation report that offers a critique of the current implementation and provides suggestions for change, when necessary.

In addition to Customer's responsibilities detailed herein, the Customer must:

    i. use the OASF troubleshooting document before contacting Supplier helpdesk. Customer will receive a troubleshooting document with the Supported Software that contains a range of tests that should be performed and questions that should be answered by Customer prior to requesting Support Service.

    ii. document the overall application architecture and provide the same to the Supplier helpdesk, together with information on the critical application components and procedures where the OASF or MSS is involved.

If Customer requires assistance or service not covered by Support Services, Customer may contact a Supplier representative to obtain the applicable Service at an additional cost.

5. Software Maintenance for Supported Software

Updates and Technical Product Information are made generally available to all licensees of Supported Software, and may be obtained by the Customer at the Customer Portal or the Community Portal. Software Maintenance excludes remote assistance (installing, configuring or troubleshooting) and on-site assistance.

6. Customer's Responsibilities

For the delivery of Support and Software Maintenance Services, the Customer must:
(a) ensure sufficient access to the Internet for remote screen share when deemed necessary for expedited Resolution
(b) use Software Maintenance only for the number of licenses of purchased Supported Software
(c) ensure that the latest version of the Supported Software is in use for optimal Support Service
(d) ensure that Customer designated contact(s) (i) are up-to-date in their knowledge of the Supported Software in its latest version; (ii) have access to all data relevant to the Supported Software; (iii) provide Supplier with all information for proper issue diagnosis and troubleshooting, including information on the relevant environment (e.g. additional log-files) to reproduce the issue; and (iv) provide timely replies
(e) not transfer to Supplier any Customer's client-related information unless anonymized
(f) allow Supplier to carry out Support Service outside of Customer's normal working hours as may be necessary such as to complete repair work or a trouble-shooting phase
(g) give timely written notice to Supplier of any change in the Customer designated contact(s)
The Customer acknowledges that non-fulfillment of Customer's responsibilities or insufficient information may heavily delay or render impossible the provisioning of Support Service.

7. Pricing; Term and Termination

(a) Support Service.

(i) Essential. Essential Support Services are included in, are conterminous with and renew pursuant to the Supported Software term licenses. Perpetual Software licenses require one year of Essential Support Services which is charged separately on the applicable Order Document. Customer may upgrade Essential Support Services to Premier, Elite Lite or Elite at any time during a term; however, Customer may not downgrade a Support Services until the next renewal period.

(ii) Premier, Elite Lite and Elite. Premier, Elite Lite and Elite Support Services are charged at the rates indicated in an applicable Order Document. For Supported Software term licenses, Premier, Elite Lite and Elite Support Services are coterminous with and renew per the terms of the underlying Supported Software term licenses. Premier, Elite Lite and Elite Support Services for Supported Software licensed perpetually is provided for the term indicated on the applicable Order Document, is non-cancellable during such term (except for cause. Customer may upgrade Premier Support Services to Elite Lite Support Services or Elite Support Services at any time during a term; however, Customer may not downgrade a Support Services until the next renewal period.

(b) Software Maintenance. Software Maintenance is included as part of the Support Services for Supported Software. Software Maintenance for Supported Software (including SDKs) licensed on a term basis is coterminous and renews with the Supported Software license. Software Maintenance and Support Services are mandatory for the first year of perpetual Supported Software; thereafter Software Maintenance and Support Services are purchased separately for the term indicated on the applicable Order Document, and is non-cancellable during such term (except for cause) as part of the Support Services.

(c) Renewals. Unless otherwise specifically indicated in the Order Document, Support Services and Software Maintenance automatically renew for renewal terms of twelve (12) months (the "**Renewal Term**") unless either party cancels the upcoming Order Document Renewal Term by providing notice at least sixty (60) days prior to the expiration date of such Order Document. The terms and conditions applicable to Renewal Term(s) are the same as the ones in effect for the immediately preceding period, provided however that a price increase of three percent (3%) per year applies to then-current prices for any subsequent Renewal Term.

(d) End of Life. Unless otherwise terminated in accordance with the terms herein, Software Maintenance for Supported Software and Support Services for perpetual Supported Software will expire at the end of one (1) year following the end of sales date communicated to the Customer in an end of life announcement made generally available to Supplier's Customers on Supplier's website at https://www.onespan.com/support.

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