

Service Level Availability

- I. **Availability.** Except for Maintenance Windows or as otherwise permitted herein, the Service will be available continuously at least 99.9% of the time on a monthly basis (“Availability”). The Service is considered unavailable when the 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” means unscheduled downtime lasting 5 minutes or more.
 - c. “Unplanned Downtime” only occurs after 5 minutes of the Service not being Available.
 - d. “Maintenance Window” means a window in which the Service may be unavailable due to scheduled maintenance: Saturday or Sunday, from 12:00am (midnight) to 6:00am 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, Service and System Maintenance is conducted in a manner so as to not impact Service availability.
2. **Unavailability.** For any partial calendar month within the Term, general availability will be calculated based on the entire calendar month. Should OneSpan fail to achieve such Availability during any calendar month, Customer may receive a credit for the Subscription Service Fees paid for said month for each day or fraction thereof when the Service is not Available to Customer equivalent to 1/30th of the applicable monthly Subscription Service Fee, provided Customer properly requests such credit. The credit granted shall be Customer’s sole and exclusive remedy and OneSpan’s sole and exclusive liability for any unavailability or downtime of the Service.

Customer must submit a request for credit for the Service unavailability by sending an email to sign.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 OneSpan system records. Should any credit request be disputed, OneSpan will provide Customer a record of Service availability for the period in question. Any credit owed will be applied against Customer’s current or future invoices and is not refundable.