Service Attachment for SaaS SA 1
under
Master Cloud Service Agreement ("MCSA") MCSA0068

This Service Attachment (the "Service Attachment") is between VASCO Data Security, Inc. ("Contractor"), having an office at 1901 South Meyers Road, Suite 210, Oakbrook Terrace, IL, 60181, and the State of Ohio, through the Department of Administrative Services, Office of Information Technology ("State"), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, OH 43215. The State and the Contractor are sometimes referred to jointly as the "Parties" or individually as a "Party". This Service Attachment is effective as of the date signed by the State. It is governed by that certain Master Cloud Services Agreement ("MCSA") between the Parties dated May 24, 2018. This Service Attachment together with the MCSA combine to form the "Agreement".

1. Definitions.

The defined terms in the MCSA will have the same meanings in this Service Attachment as they do in the MCSA. There may be additional definitions contained herein.

"Account" means a unique account established for The State's use by Contractor.

"Administrator" means The State's employee(s) or authorized agent(s) designated as The State contact for management and support of the Service.

"Document" means a single file representing a form, document or other record, not to exceed 10 megabytes of Data (the "Document Limit"), and capable of being viewed, electronically signed, sent or received or stored through the Service.

"Evidence Summary Report" refers to a summary which includes data related to the Document review and signing process, such as time and date, actions incorporated into the pages, IP addresses and other related metadata.

"Named User" means the State's employee or agent who has been given login access credentials to the Account by the Administrator for purpose of accessing the Service to initiate documents for electronic signature on behalf of The State "Named User" does not include Participants.

"Order Form" means an ordering document or online order form incorporating the Agreement by reference and executed by the parties identifying the Service and any usage limitations.

"Participant" means a person or company, internal or external to The State, identified and invited by a User, whose access to the Service is limited to participating in the electronic signing or review of Documents.

"Service Levels" means the service level availability standards specified in this Agreement.

"Support Service" means telephone help desk or email support available to The State during Contractor's normal business hours as described in the Agreement and Schedule B – FedRAMP Special Terms.

"System" means the Contractor website, the computer equipment including the servers, software, and other technology, used by Contractor to provide the Service.

"Trial, Preview or Sandbox" refers to non-productive limited use of the Service in a trial, sandbox or preview mode or environment for testing, demonstration and integration testing purposes.
"Users" means collectively the Administrator(s) and Named User(s).

"Transaction" means a container or package associated with a unique transaction identifier and comprised of a maximum of ten (10) Documents (the "Transaction Limit") initiated or sent to one or more Participants through the Service by a User.

2. Services.

Overview.
The Service is eSignLive™ electronic signature service as described in the Agreement.

Standard Service Features. Features included as part of the Service are described in Schedule A, SaaS FedRAMP Service Description ("Schedule A").

Optional Service Features.

The State may elect to deploy features within the Service designed to verify the identity of the Participants ("**Authentication Measures**"). Contractor: (i) will apply only those Authentication Measures (if any) selected by the State, (ii) makes no representations or warranties regarding the appropriateness of such Authentication Measures and whether Participants have the necessary knowledge or ability to successfully meet such Authentications Measures, and (iii) assumes no liability or responsibility for the circumvention by any Participant or other person of any Authentication Measure.

Provision of Services. The Contractor will make the Service available to the Subscribing Entity pursuant to the Agreement, including this Service Attachment and the applicable Order Forms, during each Order Term. The State agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by the Contractor regarding future functionality or features.

Non-Exclusive Right to Use. Subject to this Agreement and the terms of the applicable Order Form, Contractor makes the Service available to The State on a non-exclusive subscription basis. The State may grant access to the Service to its Named Users and such Named Users may invite Participants to use the Service for the electronic signing of Documents.

Account Creation; Access. Upon execution of the Order Form, Contractor will establish an Account. Contractor will automatically establish the Account and store Data within the data center it deems optimal if not otherwise specified in the Order Form. The Administrator shall be responsible for administering the Account, including the assignment and maintenance of Named User usernames and passwords. The State (i) remains responsible for any access to the Service through the Account, (ii) is obligated to protect and not to disclose to third parties the usernames and passwords it establishes for its Account, and, (iii) shall take reasonable steps to ensure that each User abides by the terms and conditions of this Agreement. If The State becomes aware of any suspected or actual violation of the Service and/or System, abuse, unauthorized use or access, Service vulnerability, security incident, confidentiality or privacy breach, then The State shall promptly notify Contractor the State support at support@esignlive.com.

Trial, Preview or Sandbox Use. If The State is participating in Sandbox, Preview or Trial use of the Service as indicated in an Order Form or via an online website, Contractor will make the Service available to The State until the earlier of (a) the end of the free Sandbox, Preview or Trial use period as indicated on the Order Form, (b) the start date of any Order Forms executed by The State for productive use of the Service, or (c) cessation or suspension of the Service at Contractor's option. Any Data produced under the Service or provided to Contractor during the Sandbox, Preview or Trial use is not recoverable or available upon the expiration or termination of the aforementioned period. NOTWITHSTANDING SECTION 10, DURING THE SANDBOX, PREVIEW OR TRIAL PERIOD THE SERVICE IS PROVIDED "AS-IS", WITHOUT ANY

WARRANTY, SERVICE LEVELS, LIABILITY OR INDEMNITY OBLIGATIONS PROVIDED BY CONTRACTOR.

Document Limits. Unless otherwise specified in the Order Form, any Documents in excess of the Document Limit will create one or more additional new Documents for which The State will pay the applicable Document Fee.

Transaction Limits. Unless otherwise specified in the Order Form, any Documents in excess of the Transaction Limit will create one or more additional new Transactions, for which The State will pay the applicable Transaction Fee. State and the Subscribing Entities are entitled to a fair use policy, which means: each Transaction contains between 1 to 10 Documents. If the Transaction goes over 10 Documents (11-20), then the State will be charged an additional Transaction fee. If the State or a Subscribing Entity go to 21-30 Documents, that would be considered three (3) transactions and charged accordingly, and so forth.

The Contractor Responsibilities. The Contractor must provide the Contractor's basic support for the Services to the Subscribing Entity at no additional charge and/or upgraded support if available and if purchased by a Subscribing Entity pursuant to Schedule B – FedRAMP Special Terms ("Schedule B"). The Contractor also must use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week in accordance with Schedule B. And the Contractor must provide the Services in full accordance with applicable laws and government regulations.

The State Responsibilities. The State and Subscribing Entities will comply with Schedule D - Service Use Guidelines and Service Conditions ("Schedule D").

3. Fees and Payment

Fee Structure. Pricing is contained in Schedule E – Pricing Schedule.

Invoicing and Payment. Fees will be invoiced up front on an annual basis and otherwise in accordance with the Agreement. Fees are due in accordance with the terms of the MCSA and this Service Attachment, which no Order Form may alter, unless expressly indicated otherwise. The Subscribing Entity is responsible for providing complete and accurate billing and contact information to the Contractor and notifying the Contractor of any changes to such information.

4. Proprietary Rights

Reservation of Rights in Services. All trademarks, service marks, patents, copyrights, trade secrets and all other intellectual property, moral rights and proprietary rights in and to the Service and/or documentation accompanying the Service are and will remain the exclusive property of Contractor or its licensors, whether or not specifically recognized or perfected under applicable law. The State will not take any action that jeopardizes Contractor's or its licensors' proprietary rights or acquire any right in the Service or accompanying documentation except the limited use rights expressly set forth in this Agreement.

Restrictions. The State shall not (i) modify, copy, display, republish or create derivative works based on the Service, the underlying software or any content; (ii) frame, scrape, link to or mirror any content forming part of the Service; (iii) reverse engineer the Service or the underlying software; or (iv) access the Service or allow others to access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

State Applications and Code. The Subscribing Entity authorizes the Contractor a non-exclusive, worldwide, sublicensable right to host, copy, transmit, display, use and adapt such Subscribing Entity's Data solely as necessary for the Contractor to provide the Services in accordance with this Agreement. Further, the Subscribing Entity will be entitled to port, use, modify, disclose, license, sell, and host Subscribing Entity's Data anywhere.

Subscribing Entity's Data. Subject to the limited rights granted by a Subscribing Entity hereunder, the Contractor acquires no right, title, or interest from a Subscribing Entity or its licensors under this Agreement in or to the Subscribing Entity's Data, including any intellectual property rights therein.

5. Service Levels

SLAs for the Services. **This Agreement includes SLAs that will be used to monitor and manage the performance of the Service. The minimum SLAs are indicated in Schedule B –FedRAMP Special Terms.**

Term of Subscriptions. Subscriptions commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein, subject to relevant provisions in the Agreement, such as the MCSA's termination and the non-appropriation provisions. Should a Subscribing Entity elect to renew a subscription, provided this Agreement remains in effect, the renewal will be at the Subscribing Entity's option and will be for the same or greater discount from list as the subscription being renewed and under the same terms and conditions, unless a change in governmental law, rules, or regulations requires a modification, in which case the Parties will in good faith negotiate the modifications necessitated by such a change in governmental law, rules, or regulations.

6. Miscellaneous

Return of Subscribing Entity Data

At no additional cost to the Subscribing Entity, upon request made at any time during a Service term or within 90 days after the effective date of termination or expiration of a Subscribing Entity's Order for that Service, the Subscribing Entity may retrieve Subscribing Entity Data covered by that terminated or expired Service and delete stored copies, including any Generated Files at no additional charge to the Subscribing Entity. After such 90-day period, the Contractor will have no obligation to maintain the Subscribing Entity Data covered by an expired Service Order and must thereafter, unless legally prohibited, delete the applicable Subscribing Entity Data in its systems or otherwise in its possession or under its control.

In Witness Whereof, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

SERVICE PROVIDER	**STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**
E-SIGNED by Mark Hoyt on 2018-05-07 23:55:38 UTC	
Signature	Signature
Mark Hoyt	Robert Blair
Printed Name	Printed Name
CFO	Director
Title	Title
2018-05-07	5-21-18
Date	Effective Date
Federal Tax ID	

VASCO Legal Department
APPROVED
for signature
By Kristy Brown at 4:25 pm, May 04, 2018

JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2011-12K

Governing the Expenditure
of Public Funds for Offshore Services

WHEREAS, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

WHEREAS, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

WHEREAS, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.

2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.

3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:

    a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:

        i. Reflect this Order's prohibition on the purchase of offshore services.

ii. Require service providers or prospective service providers to:

1. Affirm that they understand and will abide by the requirements of this Order.
2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
5. Disclose the principal location of business for the contactor and all subcontractors who are supplying services to the state under the proposed contracts.

b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.

i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.

c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.

d. All APOs have adequate training which addresses the terms of this Order.

4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:

a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.

5. Executive Order 2010-09S is hereby rescinded.

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.

John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors will perform no Services requested under this Agreement outside of the United States, except for the services granted by the State in the Waiver.

The Contractor will provide all the name(s) and location(s) where Services under this Agreement will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:
   1901 S. Meyers Road, Oakbrook Terrace, IL 60181

   _____ _____
   (Address) (City, State, Zip)

   Name/Principal location of business of subcontractor(s):
   Cho Consulting formerly known as Novanis 3161 West White Oak Dr., Ste. 100, Springfield, IL 62704

   _____ _____
   (Name) (Address, City, State, Zip)

   Project Hosts 400 Main St., Conneautville, PA 16406_____

   _____ _____
   (Name) (Address, City, State, Zip)

2. Location where Services will be performed by Contractor:

If the State of Ohio elects to purchase Professional Services, those professional services will be performed both within the US, and in part remotely from Montreal, Canada.

VASCO Data Security, Inc. is a VASCO public company with international offices worldwide, it is possible that the State of Ohio's support services may happen outside the US, specifically Canada, but all data with regard to the eSignLive Electronic Signature Software product use will reside in the US.

_____ _____
(Address) (City, State, Zip)

Name/Location where Services will be performed by subcontractor(s):

Cho Consulting's location identified in Section 1. Project Hosts provides FedRAMP hosting services using Microsoft Azure.

(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:
   Project Hosts provides FedRAMP hosting services using Microsoft Azure in the US.

(Address)	(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of Services performed by Contractor or its subcontractors before, during and after execution of any agreement with the State. Contractor agrees it will so notify the State immediately of any such change or shift in location of its Services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the Services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any agreement that Contractor may enter into with the State and is incorporated therein.

By: E-SIGNED by Mark Hoyt on 2018-05-07 23:56:04 UTC

Contractor

Print Name: Mark Hoyt

Title: CFO

Date: 2018-05-07

VASCO Legal Department
APPROVED
for signature
By Kristy Brown at 4:25 pm, May 04, 2018

SCHEDULE A

SAAS FEDRAMPSERVICE DESCRIPTION

The Service is a software platform run on a FedRAMP authorized System for creating and managing the execution of digital transactions with electronic signing and delivery of Documents. Several features and options are available through the Service which may include (which are defined in the technical documentation related to the Service):

- A web-based e-signing process that provides options for the presentation and review of Documents, methods of signature capture and user authentication, data capture and form fields.

- Workflows, reminders and notifications, attachments and e-delivery of the Documents to Participants.

- Transaction management features for preparing and sending documents manually through the user interface or using transaction templates, and the ability to monitor and manage documents that are in progress or completed.

- Electronically signed Documents in PDF format with each e-signature digitally signed for comprehensive security and detection of any Document changes along with an embedded audit trail.

- Electronic evidence stores web pages along with the flow based actions taken by Participants during the signing/delivery process, and can be reviewed to show what was displayed and signing actions. An Evidence Summary Report is also provided and both the electronic evidence and summary are protected by digital signing.

- A REST API along with Java and .Net SDKs to allow integrating third-party and custom applications with the Service.

- Support for native mobile applications and pre-built connectors to applications such as Salesforce and Microsoft Dynamics

The Service provides the States with two(2) different environments to support their development, testing and production needs. Each environment serves a specific purpose and has its own characteristics. These environments and their respective characteristics may change at Contractor's discretion.

(a) Production:
- Production usage of the current version of the Service;
- Documents are not watermarked;
- Subject to the Service Levels.

(b) Sandbox:
- Integration development and testing of the current version of the Service;
- Documents are watermarked to make them unsuitable for production usage;
- Not subject to the Service Levels and security requirements & safeguards set out in the Agreement and Schedule C; as such, The State acknowledges that no production Data is to be uploaded to the Sandbox environment.

SCHEDULE B

FEDRAMP SPECIAL TERMS

These FedRAMP Special Terms (the "Special Terms") apply to a particular customer's (a "Customer") usage of the Contractor's FedRAMP compliant instance of the Service as indicated on an applicable order form between Customer and Contractor ("FedRAMP SaaS Service").

A. Service Level Availability

a. Definitions:

i. **"Force Majeure Event"** means except for the obligation to make payments, any failure or delay in performance hereunder due to any cause beyond a party's reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot sabotage, governmental act or failure of the Internet (not resulting from the actions or inactions of Contractor or its partners), provided that the delayed party (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. Such waiver shall apply only to the extent that: (a) the delayed party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not reasonably have been circumvented by the delayed party through the use of alternate sources, work around plans or other means.

ii. "**Issue**" means any problem or failure that materially decreases the functionality or performance of the Service and is caused by the software, systems, networks, other components, facilities or services that are supplied as part of the Service. Issues do not include any problem or failure caused by the use or improper use or operation of software, systems, networks, other components, facilities or services that are not part of the Service but are used to connect to, integrate with or otherwise make use of the Service.

iii. **"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.

iv. **"Overall Service Level"** means 99.9%

v. "**Resolution**" means a change to the application software, a change to the hosting systems, software or network, or any other change to the components, configuration or services constituting the Service that resolves the Issue. Resolution also includes any testing by Contractor and Customer prior to applying the Resolution to the Service.

vi. "**Total**" means the total number of minutes for the month

vii. "**System**" means the Contractor website, the computer equipment including the servers, software, and other technology, used by Contractor to provide the Service.

viii. "**Unplanned Downtime**" means unscheduled downtime lasting 5 minutes or more.

b. Availability:

Except for Maintenance Windows or as otherwise permitted herein, the Service will be available continuously at least at the Overall Service Level 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:

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

c. Credits

i. Credit Policy: Customer will be entitled to Credits as outlined below if Customer (1) provides written notice to Contractor at support@esignlive.com of (a) billing information, including company name and billing address, billing contact and billing contact phone number, (b) the circumstances giving rise to the credit request, and (c) dates and time periods for each instance of downtime that Customer experienced in the relevant calendar month; and (2) provides such written notice within five (5) days after the last day of the month within which Contractor failed to comply with the applicable SLA. All credit requests will be verified against Contractor system records. Should any credit request be disputed, Contractor 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. For any billing month in which Contractor fails to meet the Overall Service Level, Customer will receive the Credits, based on the table below, subject to the "**Credit Exceptions**" listed below. Credits are based upon the actual duration of the interruption of Service, measured from Contractor's written acknowledgement to Customer of an unavailability event to the restoration of the impacted service. Credits are computed as a percentage of the Fees paid for the billing month in which the Services interruption occurred.

Availability	Credit Percentage of the total Fees for that billing month
Uptime of 99.9% or higher	No Credit
Uptime of less than 99.9%, but more than 99.0%	1%
Uptime of less than 99.0%, but more than 98.0%	2%
Uptime of less than 98.0%, but more than 97.0%	4%
Uptime of less than 97.0%, but more than 96.0%	6%
Uptime of less than 96.0%, but more than 95.0%	10%
Uptime of 95% or less	15%

ii. Credit Exceptions. Provided that (i) the outage does not result from Contractor's failure to meet its obligations set out in the Agreement between Customer and Contractor, (ii) Contractor and its partners are without fault in causing the outage, (iii) the outage could not have been prevented by Contractor or its partners by reasonable precautions; and (iv) the outage could not reasonably have been circumvented by Contractor or its partners through the use of alternate sources, work around plans or other means, credit(s) will not be issued for any covered outage that is caused by:

a) Time required to complete database server "fail-over";
b) Downtime due to Customer-initiated changes, unless such downtime is due to acts, errors or omissions of Contractor or its partners while planning or implementing the change;
c) Downtime due to the acts or omissions of Customer, its employees, agents, third party contractors or vendors, or anyone gaining access to Contractor's partner's network or to the Contractor Web site at the request of Customer;
d) Downtime due to a Force Majeure Event;
e) The gross negligence or willful misconduct of Customer or others authorized by Customer to use the Services;
f) Any failures that cannot be corrected because the Customer is inaccessible after a reasonable number of attempts made by Contractor to reach Customer; and
g) Downtime due to a Maintenance Window.

B. Customer Support

a. Reporting of Issues:

i. The Helpdesk is organized per region. The Customer Administrator may contact support at support@esignlive.com, or by telephone, weekdays (not including Canada and U.S. public holidays) within service hours indicated for the region where Customer is located:

Region / Country		Phone number	Service Hours* on Business Days
North America		1.855.MYESIGN (1.855.693.7446) +1.514.904.1594	8AM–8PM EST
Europe	UK	+44 20 3608 7117	8AM-6PM CET (UTC/GMT +1)
	Belgium	+32 2 609 9710	
	Germany	+49 69 9675 8496	
Australia		+61 2 8061 3750	9AM-5PM UTC/GMT +10-11 hours

ii. * Depends on daylight saving time.

iii. Support Service requests with Severity Levels 1 & 2 must be logged by telephone. All Issues must include a reasonable detailed written description of the decrease in functionality or performance of the Service, and the impact on the efficacy of the Service.

b. Personnel and Communication: Contractor and the Customer will provide the necessary and appropriate personnel as required to find a Resolution. Contractor 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. Contractor will communicate its progress on finding a Resolution to the Customer on a basis appropriate to the Severity Level.

Severity Levels

URGENCY		IMPACT: Low	IMPACT: Medium	IMPACT: High
		• Affects the operation of software in a production capacity • Or in a Pre-Production environment • < 30% Users	• Affects the operation of software in a production capacity • > 30% of Users	• Affects the operation of software in a production capacity • All users
Low	• Occasional Stoppage of the operation of the Software • Business process affected • Work-around available	4	3	2
Medium	• Occasional Stoppage of the operation of the Software • Business process affected • Work-around is cumbersome to use	3	2	1
High	• Continuous stoppage of the operation of the software • Or substantial stoppage of development or implementation activities • No workaround	2	1	1

Severity	Report	Response	Resolution
1	Phone	30 minutes Commence working continuously within 1 hour	Temporary or Permanent fix will be supplied or applied when ready
2	Phone	30 minutes Commence working continuously during business hours within 1 hour	Temporary or Permanent fix will be supplied or applied when ready
3	Phone/email	4 business hours Commence based on commercially reasonable efforts	Temporary or Permanent fix will be supplied or applied on the next maintenance release possible
4	Phone/email	1 business day Commence based on commercially reasonable efforts	Temporary or Permanent fix will be supplied or applied on a subsequent release

C. Rules of Behavior

i. Customer must conduct only authorized business on the system.
ii. Customer's level of access to System is limited to ensure access is no more than necessary to perform legitimate tasks or assigned duties. If Customer believes it is being granted access that it should not have, is must immediately notify Contractor at support@esignlive.com.
iii. Customer must maintain the confidentiality of its authentication credentials such as its password. Customer must not reveal its authentication credentials to anyone, including an Contractor employee.
iv. Customer must follow proper logon/logoff procedures. Customer must promptly logoff when session access is no longer needed. If a logoff function is unavailable, Customer must close its browser. Never leave your computer unattended while logged into the System.
v. Customer must report all security incidents or suspected incidents (e.g., lost passwords, improper or suspicious acts) related to the System to Contractor at support@esignlive.com.
vi. Customer must not establish any unauthorized interfaces between Systems, networks, and applications owned by Contractor or its partners.
vii. Customer's access to the System constitutes Customer's consent to the retrieval and disclosure of the information within the scope of its authorized access.
viii. Customer must safeguard system resources against waste, loss, abuse, unauthorized use or disclosure, and misappropriation.
ix. Customer must not process U.S. classified national security information on the system.
x. Customer must not browse, search or reveal information hosted by Contractor except in accordance with that which is required to perform your legitimate tasks or assigned duties.
xi. Customer must not retrieve information, or in any other way disclose information, for someone who does not have authority to access that information.
xii. Customer must not share or post any confidential or proprietary information on social media sites, social networking sites, or public websites.
xiii. Customer must not intentionally disable or subvert any browser polices imposed by Contractor or its partners.
xiv. Customer understands that any person who obtains information from a computer connected to the Internet in violation of her employer's computer-use restrictions is in violation of the Computer Fraud and Abuse Act.
xv. If Customer users want to connect to the Service using client software running on their PCs (e.g. Microsoft Office/Outlook, Microsoft Project Professional), then Customer will be required to license, install, and maintain any such client software.

SCHEDULE C

Data Privacy and Security Schedule

'Supplement 2: State Architecture and Computing Standards Requirements' of the Underlying Agreement replaces 'Schedule C - Data Privacy and Security Schedule'.

Schedule D

Service Use Guidelines and Service Conditions

1. Service Use Guidelines. The State and Subscribing Entities will not and will not permit any of its Users or Participants, or deliberately enable any other third party, to:

   (a) use the Service in connection with any illegal, defamatory, harassing, libelous, threatening, or obscene material or purpose or to send any message or material that in any way violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability;

   (b) send or allow any Malicious Code through the Service and/or System;

   (c) copy, publish or reproduce the Service and/or System for others to copy or use any component thereof except as expressly permitted herein;

   (d) distribute, re-distribute, sublicense, assign, share, sell, resell, time-share, rent, lease or otherwise make the Service available to any third party (except as expressly contemplated in Section 6), or grant a security interest in the Service;

   (d) interfere or attempt to interfere in any manner with the functionality or proper working of the Service and/or System, or disrupt the integrity or performance of the Service and/or System or any data contained therein;

   (e) circumvent any contractual, technical or logical use, Customer or User restrictions agreed upon or existing in the Service and/or System or attempt to gain unauthorized access to, or use of, any part of the Service and/or System;

   (f) perform any form of stress, load, performance, security or other vulnerability or penetration tests on the Service and/or System;.

2. Service Conditions. Use of the Service by the State of Subscribing Entity, its Users and Participants is subject to the following conditions:

   (a) Customer maintains control of or access to Documents and sole control over the content, quality, and format of any Document, and Contractor assumes no liability or responsibility for a User's failure or inability to electronically sign any Document or within any particular period of time;

   (b) Contractor shall not be considered a party to any Document, and Contractor makes no representation or warranty regarding any Document, transaction, agreement or contract sought to be effected or executed using the Service;

   (c) Customer is solely responsible for ensuring that Customer's use of the Service complies with all applicable laws, including any electronic signature, consumer, data protection, data privacy and trade control laws and that any particular Document can be legally executed or formed by electronic signature procedures available through the Service;

   (d) Customer may elect to deploy features within the Service designed to verify the identity of the Participants ("Authentication Measures"). Contractor: (i) will apply only those Authentication Measures (if any) selected by Customer, (ii) makes no representations or warranties regarding the appropriateness of such Authentication Measures and whether Participants have the necessary knowledge or ability to successfully meet such Authentications Measures, and (iii) assumes no liability or responsibility for the circumvention by any Participant or other person of any Authentication Measure;

   (e) For Customer initiated email communications through the Service, Customer shall comply with the United States CAN-SPAM Act, Canada's Anti-Spam Law, the E.U. Directive on Privacy and Electronic Communications, or any other similar regulations and other applicable laws. Customer is solely responsible to provide its Participants with the ability to opt-out of e-mail communications generated through the Service and Customer shall comply with its Participants communication preferences;

   (f) Customer shall refer to the Service by its URL, as required, and not reply upon Contractor' s IP address. Contractor expressly reserves the right to alter its IP addressing at any time with no prior notification to Customer or any other party, including but not limited for purposes of disaster recovery data or center relocation;

   (g) Contractor does not monitor the Documents or content processed through the Service, but it may suspend any use of the Service, if Contractor reasonably and in good faith believes Customer use violates the terms of this Agreement or applicable laws or regulations. Contractor will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless Contractor: (i) is prohibited from doing so under applicable law, court order or under legal process; or (ii) deems it necessary to delay notice in order to prevent imminent harm to the Service, or a third party;

(h) Contractor may modify the Service from time to time, in its discretion, without notice to the Customer, for the purpose of improving Service features, functions or performance, provided that no such modification shall materially reduce the performance level or quality of the Service or disrupt the API based integrations, as offered as of the Effective Date. Notwithstanding the foregoing, Contractor may apply any improvements and modifications to the Service and/or System required to maintain Contractor's legal and regulatory requirements, as well as security standards including, but not limited to, any security standards listed in Schedule C. It is Customer's sole responsibility to maintain the security of Customer's computer systems and comply with any industry standard minimum security requirements to gain access to the Service;

(i) except for Data and the limited Personal Information that may be provided by Customer to Contractor to the extent necessary to administer the business relationship between the parties (such as for invoicing and billing purposes), Customer warrants that it shall at no time transfer or provide or otherwise make accessible any Personal Information (as defined in Schedule C) to Contractor, including, without limitation, for the purpose of receiving any support and maintenance services;

(j) Contractor shall not be obligated to provide any Data to any Participants or third parties. Customer acknowledges that it is solely responsible for the management of its own record and data retention record policy, including for determining how long any Data and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes.

(k) Customer is solely responsible for obtaining and maintaining any hardware and software, for contracting with an Internet service provider, a telecommunications carrier or other service provider for services necessary to establish Customer's connection or access to the Internet and the Service. to maintain reliability and stability of the Service, Contractor continually monitors the load being imposed on the Service by Customers using integrated applications. Contractor may request that a Customer placing an unnecessary burden on the Service take measures to reduce their load on the Service. In addition, the Service and/or System may also automatically reduce the load being accepted by the Service through internal system controls.

(l) Intentionally Omitted.

(m) Intentionally Omitted.

(n) Customer's access to the Service and System constitutes Customer's consent to the retrieval and disclosure of the information within the scope of its authorized access.

(o) Customer must safeguard system resources against waste, loss, abuse, unauthorized use or disclosure, and misappropriation.

(p) Customer must not process U.S. classified national security information on the system.

(q) Customer must not browse, search or reveal information hosted by Contractor except in accordance with that which is required to perform your legitimate tasks or assigned duties.

(r) Customer must not retrieve information, or in any other way disclose information, for someone who does not have authority to access that information.

(s) Customer must not share or post any confidential or proprietary information on social media sites, social networking sites, or public websites.

(t) Customer must not intentionally disable or subvert any browser polices imposed by Contractor or its partners.

(u) Customer understands that any person who obtains information from a computer connected to the Internet in violation of her employer's computer-use restrictions is in violation of the Computer Fraud and Abuse Act.

(v) If Customer users want to connect to the Service using client software running on their PCs (e.g. Microsoft Office/Outlook, Microsoft Project Professional), then Customer will be required to license, install, and maintain any such client software.

Schedule E

Pricing

1. Enterprise Subscription Pricing

RFP : 0A1174

Attachment 13 - Enterprise E-Signature Operations and Project Services for Cloud

Offeror Solution Subscription/Licensing Costs

Offeror: VASCO Data Security, Inc.

Date Proposed: 2/8/2017

All costs in this worksheet are for evaluation purposes only and do not constitute a commitment from the State

See Notes Below

Supplement 1 - Enterprise E-Signature E-Signature Services Subscription Pricing		Additional Costs				
Annual Transactions	Per Transaction Costs	Identity Proofing	Multi-Factor Authentication	Wet Signature	Other (Please Identify) - FedRAMP Cloud	Other (Please Identify)
0 - 1,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
1,001 - 10,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
10,001 - 100,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
100,001 - 500,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
500,001 - 1,000,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
1,000,001 - 5,000,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
5,000,001 - 10,000,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
10,000,001 - 15,000,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00

15,000,001 - 20,000,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
20,000,001 - 25,000,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
25,000,001 +	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00

	2017	2018	2019	2020	2021	Total
	100,000 Transactions	150,000 Transactions	200,000 Transactions	250,000 Transactions	300,000 Transactions	
Ongoing Annual Tiered Pricing Costs	$ 85,000.00	$ 127,500.00	$ 170,000.00	$ 212,500.00	$ 255,000.00	$ 850,000.00

Additional Transaction Types	Transaction Volume	2017	2018	2019	2020	2021	Total
Identity Proofing	4% of Annual Tiered Pricing Transactions	$ -	$ -	$ -	$ -	$ -	$ -
Multi-Factor Authentication	8% of Annual Tiered Pricing Transactions	$ -	$ -	$ -	$ -	$ -	$ -
Wet Signature	1% of Annual Tiered Pricing Transactions	$ -	$ -	$ -	$ -	$ -	$ -
Other (Please Identify) - FedRAMP SaaS Service	100% of Annual Tiered Pricing Transactions	$ 21,000.00	$ 31,500.00	$ 42,000.00	$ 52,500.00	$ 63,000.00	$ 210,000.00
Other (Please Identify)	1% of Annual Tiered Pricing Transactions	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ 21,000.00	$ 31,500.00	$ 42,000.00	$ 52,500.00	$ 63,000.00	$ 210,000.00

Total Costs	2017	2018	2019	2020	2021	Total
Total Ongoing Annual Tiered Pricing Costs	$ 85,000.00	$ 127,500.00	$ 170,000.00	$ 212,500.00	$ 255,000.00	$ 850,000.00
Total Additional Transaction Types Costs (if all Transactions were run on FedRAMP SaaS Service)	$ 21,000.00	$ 31,500.00	$ 42,000.00	$ 52,500.00	$ 63,000.00	$ 210,000.00
Other Cloud FedRAMP SaaS Service Costs Not Otherwise Captured	$ 12,000.00	$ 12,000.00	$ 12,000.00	$ 12,000.00	$ 12,000.00	$ 60,000.00
Total Costs (not to exceed) **	$ 118,000.00	$ 171,000.00	$ 224,000.00	$ 277,000.00	$ 330,000.00	$ 1,120,000.00

** Costs must include all the requirements in Supplements 1 and Supplement 2 of RFP 0A1174

Notes:

1. All Transactions must be purchased through MCSA0068
2. Total Additional Transaction Costs are calculated at $0.21 per transaction. (25% premium is charged for FedRAMP SaaS above the regular transaction cost of $0.85)
3. Other Cloud Costs Not Otherwise Captured are fixed annual FedRAMP charge of $12,000 for the entire State. (There are no per user charges)
4. There is no minimum number of transactions to buy per purchase order and State is not obligated to purchase minimum number of transactions per year
5. Transactions purchased by State or its agencies can be used within 12 months from the date of purchase

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