

SERVICE PROVIDER ADDENDUM

This Service Provider Addendum (the “Addendum”) forms a part of the Master Terms found at www.onespan.com/master-terms, unless Customer has entered into a superseding written master agreement with Supplier (also known as “OneSpan” or “Service Provider”, in which case, it forms a part of such written agreement (in either case, the “Contract”) between the parties for the purchase of internet based services, Support and/or Professional Services from Supplier (identified either as “Services” or otherwise in the applicable agreement, and hereinafter defined as “Services”)

This Addendum defines the Customer – Supplier relationship pursuant to the California Consumer Privacy Act of 2018. Both parties will comply with all applicable requirements of the CCPA when collecting, using, retaining, or disclosing personal information. Customer enters this Addendum on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Controller Affiliates (defined below). For the purposes of this SPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Controller Affiliates. In the course of providing the Services under the Agreement, Supplier may Process certain Personal Data (such terms defined below) on behalf of Customer, and where Supplier Processes such Personal Data on behalf of Customer, the Parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

HOW TO EXECUTE THIS ADDENDUM

This Addendum consists of two parts: the main body of the Addendum and the Exhibit. To enable the quick execution of this Addendum, OneSpan has pre-signed this Addendum and any modifications to this Addendum will render the Addendum and OneSpan’s signature on it null and void.

- I. To complete this Addendum, Customer must:
 - a. Complete the information in the signature box and sign on Page 3 have been pre-signed by OneSpan as the Service Provider, the particular entity you have purchased from under the Master Terms or other executed agreement shall be deemed the applicable party under this Addendum and other OneSpan entities which may be listed are excluded as parties to this Addendum.
 - b. Send the signed Addendum to OneSpan by email to DPA@onespan.com

Upon receipt of the validly completed Addendum by OneSpan at the above mentioned email address, this Addendum will become legally binding. If the Customer entity signing this Addendum is a party to the Contract, this addendum forms part of the Contract. In such case, the OneSpan entity that is party to the Contract is party to this Addendum. If the Customer entity signing this Addendum has executed an order form with OneSpan or its Affiliate pursuant to the Contract, but is not itself a party to the Contract, this DPA is an addendum to that order form and applicable renewal order forms and the OneSpan entity that is party to such Order Form is party to this Addendum. If the Customer entity signing this Addendum is neither a party to an Order Form nor the Contract, this Addendum is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Contract executes this DPA.

I. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"CCPA" means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any related regulations or guidance provided by the California Attorney General. Terms defined in the CCPA, including personal information and business purposes, carry the same meaning in this Agreement.

"Contracted Business Purposes" means the services described in the Contract pursuant to which the service provider receives or accesses personal information.

"Controller Affiliate" means any of Customer's Affiliate(s) (a) that are (i) subject to applicable Data Protection Laws of the state of California; (ii) permitted to use the Services pursuant to the Contract between Customer and Supplier, but have not signed their own Order Form and are not a "Customer" as defined under the Contract, and (b) to the extent Supplier processes Personal Data for which such Affiliate(s) qualify as the Controller.

I. Customer's CCPA Obligations

(a) Customer will not make any CCPA-related requests or inquiries to Supplier in association with job applicants, employees, directors, officers, contractors or other parties identified in Section 1798.145 (g)(1)(A) of the CCPA.

(b) For individuals not included in Section 2(a), Customer shall only submit CCPA-related inquiries and requests for individuals located in California as defined in the CCPA and will not submit CCPA-related inquiries or requests for individuals located in other jurisdictions not subject to the CCPA.

(c) Supplier will reasonably cooperate and assist Customer with meeting its CCPA compliance obligations and responding to CCPA-related inquiries, including responding to verifiable consumer requests, taking into account the nature of Supplier's processing and the information available to Supplier.

(d) Supplier will promptly notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates either party's compliance with the CCPA. Specifically, Supplier will notify the Customer within 30 business days if it receives a verifiable consumer request under the CCPA.

2. Supplier's CCPA Obligations

(a) Supplier will only collect, use, retain, or disclose personal information for the Contracted Business Purposes for which Customer provides or permits personal information access. Supplier will not collect, use, retain, disclose, sell, or otherwise make personal information available for Supplier's own commercial purposes. If a law requires Supplier to disclose personal information for a purpose unrelated to the Contracted Business Purpose, Supplier will first inform the Customer of the legal requirement and give the Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.

(b) Supplier will promptly comply with any Customer request or instruction requiring the Supplier to provide, amend, transfer, or delete the personal information, or to stop, mitigate, or remedy any unauthorized processing which complies with the terms of this Addendum.

(c) Supplier may aggregate, deidentify, or anonymize personal information so it no longer meets the personal information definition, and may use such aggregated, deidentified, or anonymized data for its own purposes. Supplier will not attempt to or actually re-identify any previously aggregated, deidentified, or anonymized data.

(d) Service Provider certifies that it understands this Addendum and the CCPA's restrictions and prohibitions on selling personal information and retaining, using, or disclosing personal information outside of the parties' direct business relationship, and it will comply with them.

4. Subcontractor

Service Provider may use subcontractors, ie sub-processors to provide the Contracted Business Services. A current list of Sub-processors for the Services, including the identities of those Sub-processors is accessible via <https://www.onespan.com/privacy-center>. Supplier shall be liable for the acts and omissions of its Subcontractors to the same extent Supplier would be liable if performing the Services of each Sub-processor directly under the terms of this Addendum, except as otherwise set forth in the Contract.

5. General

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this Addendum, and all other Service Provider Addendums between Controller Affiliates and Supplier, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Contract, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Contract and all similar Addendums together. The terms and conditions of this Addendum are effective solely to the extent the CCPA applies to a consumer, Customer, or situation. Customer is solely liable for its compliance with the CCPA in its use of Supplier services. In the event of changes to the CCPA or issuance of an applicable regulation, court order or governmental guidance relating to the CCPA, Supplier may modify this Addendum.

The parties' authorized signatories have duly executed this Service Provider Addendum:

Customer

Company Name: _____

Signature: _____

Name: _____

Title: _____

Date: _____

OneSpan North America, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

OneSpan Canada

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

A. CATEGORIZATION OF INFORMATION PER CCPA

In addition to the information described in WHAT INFORMATION DOES ONESPAN PROCESS section in the Product Privacy Statement, available <https://www.onespan.com/privacy-center>, the Products may involve the following types of Personal Information aka Personal Data, as defined and classified in CCPA Cal. Civ. Code § 1798.140(o) collected from Supplier's Customer's end users in the last twelve months. Please note that the responses below apply only with regard to the Personal Data collected and processed by Supplier's from Customer's end users in the course of providing the Products, as a Service Provider, as described in the Product Privacy Statement, and not the Personal Information that the Customer, also known as the Covered Business, has elected to request, collect or process while using the Products from the end user.

Category	Examples	Processed under this Privacy Statement in connection with certain Products
A. Identifiers.	A real name, alias, postal address, email address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, address, telephone number, Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	NO
D. Commercial information.	Records of Products purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Behavioral or activity patterns used to extract a template or other identifier or identifying information, such as fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke,	YES

F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or Product.	YES
G. Geolocation data.	Physical location	YES
H. Sensory data.	Electronic or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	NO
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences.	YES

B. EXCLUSIONS TO PERSONAL DATA UNDER CCPA

Personal information, known as Personal Data in the Product Privacy Statement, pursuant to the CPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
 - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
 - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.]
- Communications in the context of business-to-business transactions
- Credit inquiries/reporting to the extent these activities are subject to the Fair Credit Reporting Act, 15 U.S.C. § 1681 (FCRA).