AMENDMENT OF THE DATA PROCESSING ADDENDUM

This amendment to the Data Processing Addendum ("Amendment") is entered into and effective as from (date) ("Effective Date"),

This Amendment to the Data Processing Addendum forms part of the Contract between Supplier and Customer for the purchase of internet-based Products, Support and/or Professional Services from Supplier (identified either as "Services" or otherwise in the applicable agreement, and hereinafter defined as "Services"). All capitalized terms not defined herein shall have the meaning set forth in the Contract.

IT HAS BEEN AGREED AS FOLLOWS:

1. Purpose

Capitalized terms used herein but not defined shall have the meaning set forth in the Contract. This Amendment shall modify certain provisions of the Data Processing Agreement ("DPA") relating to the Standard Contractual Clauses (as defined below) which forms part of the Contract. In the event of conflict between the provisions of the DPA and the provisions of this Amendment, the provisions included in this Amendment shall prevail.

2. Duration
This Amendment will enter into full force and effect from the Effective Date and will only expire or end upon the expiration or termination of the DPA.

3. The parties hereby agree to Amend the DPA as follows:

a. In Section 1 ("Definitions") the definition of Standard Contractual Clauses is deleted in its entirety and replaced with the following new definition:

"Standard Contractual Clauses" or "SCC" mean the agreement attached hereto as Exhibit C (Standard Contractual Clauses) subject to Exhibit A (Additional Data Transfer Terms) pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection and the COMMISSION IMPLEMENTING DECISION dated 4 June 2021 Brussels, 4.6.2021, C(2021) 3972 final ANNEX, on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council"

b. EXHIBIT A ADDITIONAL DATA TRANSFER TERMS TO STANDARD CONTRACTUAL CLAUSES to the DPA is hereby deleted in its entirety and replaced with the new Exhibit A in Annex I hereto

c. Exhibit C (Standard Contractual Clauses) to the DPA is hereby deleted in its entirety and replaced with the new Exhibit C in Annex 2 hereto.

4. Entire agreement

The amendments outlined by this Amendment are the only amendments made by the Parties to the DPA. All other unaffected clauses of the Agreement shall remain in force and effective as executed in the DPA.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives. This Amendment may be executed in two or more counterparts in the English language, and each such counterpart will be deemed an original hereof. Signature of this Amendment will be accepted by electronic means, and both Parties may rely on the receipt of such document as an original

Customer Name

Customer Legal Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

OneSpan International GmbH

Signature: _____

Name: _____

Title: _____

Date: _____

OneSpan NV

Signature: _____

Name: _____

Title: _____

Date: _____

OneSpan North America Inc.

Signature: _____

Name_____

Title: _____

Date: _____

OneSpan Technology Limited

Signature: _____

Name: _____

Title: _____

Date: _____

1.1. Customers covered by the Standard Contractual Clauses. The Standard Contractual Clauses and the additional terms specified in this <u>Exhibit A</u> apply to (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Controller Affiliates and, (ii) all Affiliates of Customer established within the European Economic Area, Switzerland and the United Kingdom, which have signed Order Forms for the Services. For the Standard Contractual Clauses and this Section 1, the aforementioned entities shall be deemed "data exporters".

1.2. Instructions. This DPA and the Contract are Customer's complete and final instructions at the time of execution of the DPA for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the Contract; (b) Processing initiated by Users in their use of the Services; and (c) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) where such instructions are consistent with the terms of the Contract.

1.3. Appointment of new Sub-processors and List of current Sub-processors. Pursuant to Clause 9 of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that (a) Supplier's Affiliates may be retained as Sub-processors; and (b) Supplier and Supplier's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. Supplier shall make available to Customer the current list of Sub-processors in accordance with Section 4.2 of this DPA.

1.4. Notification of New Sub-processors and Objection Right for new Sub-processors. Pursuant to Clause 9 of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that Supplier may engage new Sub-processors as described in Sections 4.2 and 4.3 of the DPA.

1.5. Copies of Sub-processor Agreements. The parties agree that the copies of the Sub-processor agreements that must be provided by Supplier to Customer pursuant to Clause 9 of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Supplier beforehand; and, that such copies will be provided by Supplier, in a manner to be determined in its discretion, only upon request by Customer.

1.6. Audits and Certifications. The parties agree that the audits described in Clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with the provisions of clause 5.2 of the DPA.

1.7. Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in Clause 16.d of the Standard Contractual Clauses shall be provided by Supplier to Customer only upon Customer's request.

1.8. Conflict. In the event of any conflict, inconsistency, between the body of this DPA and/or any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses in <u>Exhibit C</u> or in case of invalid or illegal amendment to the Standard Contractual Clauses made by this DPA and/or any of its Schedules, the Standard Contractual Clauses shall prevail.

Annex 2- **New Standard Contractual Clauses**

EXHIBIT C

EUROPEAN COMMISSION

Brussels, 4.6.2021
C(2021) 3972 final ANNEX

ANNEX

to the

COMMISSION IMPLEMENTING DECISION

on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council

<u>**ANNEX**</u>

STANDARD CONTRACTUAL CLAUSES

<u>**SECTION I**</u>

Clause 1

Purpose and scope

a. The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)[1] for the transfer of personal data to a third country.

b. The Parties:
   i. the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter "entity/ies") transferring the personal data, as listed in Annex I.A. (hereinafter each "data exporter"), and
   ii. the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A. (hereinafter each "data importer")

have agreed to these standard contractual clauses (hereinafter: "Clauses").

c. These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

d. The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2
Effect and invariability of the Clauses

a. These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46 (2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

b. These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3
Third-party beneficiaries

a. Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:
   i. Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
   ii. Clause 8 - Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); Module Four: Clause 8.1 (b) and Clause 8.3(b);
   iii. Clause 9 - Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);
   iv. Clause 12 - Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);
   v. Clause 13;
   vi. Clause 15.1(c), (d) and (e);
   vii. Clause 16(e);
   viii. Clause 18 - Modules One, Two and Three: Clause 18(a) and (b); Module Four: Clause 18.

b. Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4
Interpretation

a. Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

b. These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

c. These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5
Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6
Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 - Optional
Docking clause

a. An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.

b. Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

c. The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8
Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

MODULE TWO: Transfer controller to processor

8.1 Instructions

a. The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.

b. The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

a. The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter "personal data breach"). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

b. The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

c. In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

d. The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter "sensitive data"), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union[4] (in the same country as the data importer or in another third country, hereinafter "onward transfer") if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

 i. the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
 ii. the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
 iii. the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
 iv. the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

a. The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
b. The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
c. The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non- compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
d. The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
e. The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9
Use of sub-processors

MODULE TWO: Transfer controller to processor

a. OPTION 1: SPECIFIC PRIOR AUTHORISATION The data importer shall not sub- contract any of its processing activities performed on behalf of the data exporter under these Clauses to a sub-processor without the data exporter's prior specific written authorisation. The data importer shall submit the request for specific authorisation at least [*Specify time period*] prior to the engagement of the sub- processor, together with the information necessary to enable the data exporter to decide on the authorisation. The list of sub-processors already authorised by the data exporter can be found in Annex III. The Parties shall keep Annex III up to date.

b. Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects.[8] The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

c. The data importer shall provide, at the data exporter's request, a copy of such a sub- processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

d. The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub- processor to fulfil its obligations under that contract.

e. The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10
Data subject rights

MODULE TWO: Transfer controller to processor

a. The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

b. The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

c. In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11
Redress

a. The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

MODULE TWO: Transfer controller to processor

b. In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

c. Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
>   i.   lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
>   ii. refer the dispute to the competent courts within the meaning of Clause 18.

d. The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

e. The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

f. The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12
Liability

MODULE TWO: Transfer controller to processor

a. Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

b. The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

c. Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

d. The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

e. Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

f. The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its / their responsibility for the damage.

g. The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

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Clause 13
Supervision

MODULE TWO: Transfer controller to processor

a. Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

b. The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

Clause 14
Local laws and practices affecting compliance with the Clauses

MODULE TWO: Transfer controller to processor

a. The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

b. The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
   i. the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
   ii. the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards[12];
   iii. any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

c. The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

d. The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

e. The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

f. Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation

● The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by

● the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15
Obligations of the data importer in case of access by public authorities

MODULE TWO: Transfer controller to processor

15.1 Notification

a. The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
   i. receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
   ii. becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

b. If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

c. Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

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d.   The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

e.   Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

a.   The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

b.   The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

c.   The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16
Non-compliance with the Clauses and termination

a.   The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

b.   In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

c.   The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

    i.   the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

    ii.   the data importer is in substantial or persistent breach of these Clauses; or

    iii.   the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

•   In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

d.   Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data.] The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

e.   Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17
Governing law

MODULE TWO: Transfer controller to processor

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Belgium.

<div align="center">

Clause 18
Choice of forum and jurisdiction

</div>

MODULE TWO: Transfer controller to processor

     a.   Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
     b.   The Parties agree that those shall be the courts of the EU Member State in which the data exporter is established.
     c.   A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
     d.   The Parties agree to submit themselves to the jurisdiction of such courts.

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APPENDIX

ANNEX I

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A. LIST OF PARTIES

MODULE TWO: Transfer controller to processor

Name of the data exporting organization: **The Customer indicated on the applicable Order Document.**
Address: as indicated on the applicable Order Document
Tel/Fax/email.: as indicated on the applicable Order Document.

Role: Controller

Contact person's name, position and contact details: as indicated on the applicable Order Document.
Role: Controller

Activities relevant to the data transferred under these Clauses: usage of OneSpan SaaS Services as per the Order Document.

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(the data **exporter**)

</div>

And
Name of the data importing organization: The Supplier listed on the applicable Order Document
Address: the address listed on the applicable Order Document
Role: Processor
Contact person's name, position and contact details: as indicated on the applicable Order Document.
Role: Controller

Activities relevant to the data transferred under these Clauses: Delivery of OneSpan SaaS Services as per the Order Document

Tel/Fax/email.: as indicated on the applicable Order Document; privacy@onespan.com

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(the data **importer**)

each a "party"; together "the parties",

</div>

B. DESCRIPTION OF TRANSFER

MODULE TWO: Transfer controller to processor

    1.   Data Exporter
The Data Exporter is a customer of the Data Importer's SaaS Services as described in the applicable Order Document.

    2.   Data Importer
The Data Importer is a provider of communication and productivity software, services, systems and/or technologies.

    3.   Subject matter
The subject matter of the Processing under these SCC is described in EXHIBIT B- DESCRIPTION OF PROCESSING ACTIVITIES

    4.   Data subjects
See EXHIBIT B- DESCRIPTION OF PROCESSING ACTIVITIES

5. **Type of data**

See EXHIBIT B- DESCRIPTION OF PROCESSING ACTIVITIES

6. **Categories of data**

See EXHIBIT B- DESCRIPTION OF PROCESSING ACTIVITIES

7. **Special categories of data**

See EXHIBIT B- DESCRIPTION OF PROCESSING ACTIVITIES

8. **Processing operations**

See EXHIBIT B- DESCRIPTION OF PROCESSING ACTIVITIES

9. **Duration**: The duration of the Processing corresponds to the duration of the underlying Contract or the respective Order Document for the Services.

10. **Retention period:** Subject to Section 7 of the DPA, OneSpan will process Personal Data for the duration of the Contract, unless otherwise agreed upon in writing.

11. **Technical and Organizational Measures:** Technical and Organizational Measures are described in the Privacy and Security Schedule

12. **Data Protection Officer/Personal Data Breach Reporting:** The points of contact are provided for in the Privacy and Security Schedule and the OneSpan Privacy Center at https://www.onespan.com/privacy-center.

13. **List of authorized sub-processors used by Supplier in the provisions of the Services:** The list can be found in the Privacy Center set forth at https://www.onespan.com/privacy-center and is updated there in case of changes.

14. **Place of Performance:** The list can be found in the Privacy Center set forth at https://www.onespan.com/privacy-center and is updated there in case of changes.

15. **Location of the data centers used by Processor:** The list can be found in the Privacy Center set forth at https://www.onespan.com/privacy-center and is updated there in case of changes.

16. **Transfer of Personal Data:** The Personal Data transferred will be transferred to Sub-processors processing activities: The processing of the Personal Data by Data Importer shall be to enable: (1) the performance of the Services; (2) to provide any technical and customer support, maintenance, troubleshooting and IT management as requested by Customer, and (3) to fulfil all other obligations under the Contract.

C. COMPETENT SUPERVISORY AUTHORITY

MODULE TWO: Transfer controller to processor

Belgium

Autorité de la protection des données – Gegevensbeschermingsautoriteit (APD-GBA), https://www.gegevensbeschermingsautoriteit.be/

Rue de la Presse 35 / Drukpersstraat 35

1000 Bruxelles / 1000 Brussel

Drukpersstraat 35, 1000 Brussel

+32 (0)2 274 48 00

+32 (0)2 274 48 35

contact@apd-gba.be

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MODULE TWO: Transfer controller to processor

The technical and organisational measures are described in OneSpan's Privacy and Security Schedule.

They include the following measures:

- *Measures of pseudonymisation and encryption of personal data*
- *Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services*
- *Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident*
- *Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing*
- *Measures for user identification and authorisation*
- *Measures for the protection of data during transmission*
- *Measures for the protection of data during storage*
- *Measures for ensuring physical security of locations at which personal data are processed*
- *Measures for ensuring events logging*
- *Measures for ensuring system configuration, including default configuration*
- *Measures for internal IT and IT security governance and management*
- *Measures for certification/assurance of processes and products*
- *Measures for ensuring data minimisation*
- *Measures for ensuring data quality*
- *Measures for ensuring limited data retention*
- *Measures for ensuring accountability*
- *Measures for allowing data portability and ensuring erasure*

For transfers to subprocessors, OneSpan has agreed in each data processing agreement with such subprocessors on the specific technical and organisational measures to be taken by each subprocessor to be able to provide assistance to the controller.

ANNEX III – LIST OF SUB-PROCESSORS

MODULE TWO: Transfer controller to processor

The controller has authorised the use of the following sub-processors: The list can be found in the Privacy Center set forth at https://www.onespan.com/privacy-center and is updated there in case of changes.