

ONESPAN PRODUCTS - LIST OF SUB-PROCESSORS

Terms not defined herein shall have the meaning given to them in the agreement between OneSpan and Customer, including the applicable Data Processing Agreement (the “Contract”).

To receive email notification of a change in the OneSpan sub-processors listed in this document, email ProcessorNotification@onespan.com and include the specific products for which you’re requesting notification.

OneSpan Sign SAAS (includes OSS Enterprise, Professional Version, Web App)

Sub-processor	Purpose	Processing Location
Amazon Web Services, Inc.	Infrastructure Service Provider	United States European Economic Area Canada Australia
AWS Simple Email Service	Email	United States European Economic Area Canada
AWS Simple Storage Services	Storage	United States European Economic Area Canada
Twilio Inc. (“Twilio”)	Virtual Room functionalities: <ul style="list-style-type: none"> • Audio • Video SMS for: <ul style="list-style-type: none"> • Authentication • Notification 	United States
Upscope	Virtual Room functionalities Co-browsing	United States European Economic Area Canada Australia
TeleSign	SMS for authentication and notification purposes	European Economic Area
Clickatell, Inc.	SMS for authentication and notification purposes	United States, United Kingdom Canada and other location depending on destination
Tyntec Ltd.	SMS for authentication and notification purposes	United States, United Kingdom Canada and other location depending on destination
Ring Ring Company NV	SMS for authentication and notification purposes	Belgium
Azure, Microsoft Inc.	FedRamp Environment, Project Hosts Infrastructure Service Provider	United States
Crashlytics, Google Inc.	Application performance analytics	Wherever Google or its sub-processors maintains facilities

Validated ID, SL	Identity Document Verification	Spain
Docaposte Arkhineo	Electronic archiving	Europe
Cloudflare	Website and application security. Denial-of-service protection. Processing of traffic (inspection and blockage in case of malicious activity) between customer and OneSpan services.	Europe US Depending on the geographical areas of customer: https://www.cloudflare.com/gdpr/subprocessors/

OneSpan Sign Mobile Application

Sub-processor	Purpose	Processing Location
Amazon Web Services, Inc.	Infrastructure Service Provider	United States, Europe, Australia, Canada
Twilio Inc. (“Twilio”)	Virtual Room functionalities: <ul style="list-style-type: none"> • Audio • Video SMS for: <ul style="list-style-type: none"> • Authentication • Notification 	United States
Upscope	Virtual Room functionalities Co-browsing	United States
TeleSign	SMS for authentication and notification purposes	Europe
Twilio Inc. See additional contract terms below	Mobile number for sending SMS (OTP and Document Verification)	United States, Canada
IBM Canada, Inc.	Infrastructure Service Provider	Canada
Crashlytics, Google Inc.	Mobile application analytics	Wherever Google or its sub-processors maintains facilities
Firebase, Google Inc.	Allows application data to be synchronized across clients devices.	Wherever Google or its sub-processors maintains facilities
Adwords, Google Inc.	Track add conversion	Wherever Google or its sub-processors maintains facilities
Flurry, Verizon Media Inc.	Application analytics	Wherever Verizon maintains its facilities

Sub-Processor Flow Down Terms**Twilio**

- a. Twilio is a partner Supplier uses for Identity Verification component in all SaaS products (optional Component, not required)
- b. Flow Down Terms:
 - i. Customer Agrees that:
 - a) Customer will comply with Twilio’s Acceptable Use Policy located at: <https://www.twilio.com/legal/aup>;
 - b) Customer is responsible for ensuring that the phone numbers used for the Twilio services are up to date. Failure to do so will result in failed SMS text messages, for which Customer must pay SMS authentication charges;
 - c) Customer agrees to provide Supplier and Twilio reasonable cooperation regarding information requests from law enforcement, regulators, or telecommunications providers;

- d) Customer instructs Supplier and Twilio to use and disclose Twilio Data to: (a) provide the Services consistent with Twilio's then-current Privacy Policy available at <https://www.twilio.com/legal/privacy>, including detecting, preventing, and investigating security incidents, fraud, spam, or unlawful use of the Services and (b) respond to any technical problems or Customer queries and ensure the proper working of the Twilio services;
- e) Subject to the DPA between Customer and Supplier, Customer agrees that Supplier may grant Twilio a right to retain, use, and disclose Twilio Usage Data: (a) for the duration of Twilio's accounting, tax, billing, audit, and compliance purposes; (b) to investigate fraud, spam, or unlawful use of the Services; and/or (c) as required by applicable Law in accordance with the durations fixed by Law, provided that the retention, use, and disclosure of such Customer Usage Data for the foregoing purposes is subject to the confidentiality obligations as set forth in Customer's agreement with Supplier. Supplier contractually requires that Twilio anonymize or otherwise delete Twilio Usage Data when Twilio no longer requires it for the foregoing purposes;
- f) Twilio may retain Twilio Content or any portion thereof if required by applicable law; and
- g) If Customer records or monitors telephone calls, SMS messages, or other communications using the Twilio services, then Customer will comply with all applicable laws prior to doing so at all times. Customer must obtain prior consent to record or monitor communications using the Twilio services. Customer agrees to indemnify Supplier in accordance to the indemnification requirements located in the Master Terms for claims arising out of or related to Customer's acts or omissions in connection with recording or monitoring telephone calls, SMS messages, or other communications, whether such claims arise under contract, tort, statute of other legal theory.
- h) Definitions:
 - a. "Twilio Content" means (a) content exchanged by means of use of the Twilio Services, such as text, message bodies, voice and video media, images, and sound; and (b) data stored on Customer's behalf via the Twilio services such as communication logs.
 - b. "Twilio Data" means the Users' phone numbers, one-time pass codes, and any other information contained in the authentication SMS text provided as part of the SMS Authentication Component that is processed through the Twilio authentication service.
 - c. "Twilio Usage Data" means data processed by Twilio for the purposes of transmitting, distributing or exchanging Twilio Content; including data used to trace and identify the source and destination of a communication, such as individual data subjects' telephone numbers, data on the location of the device generated in the context of providing the Twilio Services, and the date, time, duration and the type of communication.

Sub-Processor Flow Down Terms

TeleSign

- a. TeleSign is a partner Supplier uses for SMS authentication as a component of SaaS and certain software products.
- b. "Licensed Data" means the results returned to Client by or on behalf of TeleSign in response to Client submitting Client Data as part of the Services.
- c. Flow Down Terms:
 - ii. Customer agrees that:
 - a) Customer will comply with, and will ensure that its users ("Customer Uses") will comply with: obligations regarding use of the Telesign services as set out in TeleSign's Acceptable Use Policy for review at <https://www.telesign.com/acceptable-use-policy>, and with all applicable laws and data privacy laws.
 - b) Users' use of the Service may be conditional to Users' consent to terms of use set out by third party telecommunications operators, international aggregator, and/or carriers ("Carrier"), or to the Carriers' consent to Users' use of said third party operators' service. Customer acknowledges that each Carrier may have different regulations, whereupon the Carriers' service terms may be paramount.

- c) Customer will reasonably cooperate with TeleSign to confirm Customer's or Users' consent to disclosure of Customer data to Carriers for the limited purpose of enabling the provision of the Service and for TeleSign's compliance with the terms of its agreements with the Carriers.
- d) As applicable, Customer authorizes TeleSign to provide its identification information ("Caller ID") to relevant Carriers for the Caller ID Management Service and TeleSign may disclose the Caller ID with respect to a specific subscriber in response to a call.
- e) Customer shall provide all Users with any disclosure or explanation required by applicable laws concerning the Customer's use of the Services, and obtain, maintain and secure any necessary consent and authorizations from Users that may be required by applicable laws in order to authorize TeleSign's provision of the Telesign services, or otherwise procure lawful use by the Users of TeleSign services, and cooperate with TeleSign in ensuring lawful processing of User data, including any Personal Data, for the provision of the Telesign services.
- f) In its use of the Services, it will: (a) comply with Telesign's Acceptable Use Policy; (b) use the Telesign services and the Licensed Data in compliance with all Applicable laws and applicable data privacy laws.
- g) Upon termination of the Service or the Contract, TeleSign may retain, use, and disclose Customer usage data: (a) for the duration of TeleSign's accounting, tax, billing, audit, and compliance purposes; (b) to investigate fraud, spam, or unlawful use of the Telesign services; and/or (c) as required and for the limited duration allowed by applicable law.