

ONESPAN PRODUCTS - LIST OF SUB-PROCESSORS

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.

Risk Analytics Cloud

Sub-processor	Purpose	Processing Location
Amazon Web Services, Inc.	Infrastructure Service Provider	Ireland
SMTP of Amazon SES (Amazon Simple Email Service).	Email notification of Alerts	Ireland
Twilio Inc. See additional contract terms Below	SMS for authentication and notification purposes	United States
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.	European Economic Area United States Depending on the geographical areas of customer: https://www.cloudflare.com/gdpr/subprocessors/

Sub-Processor Flow Down Terms

Twilio

- a. A partner we use 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.