

CUSTOMER DATA PROCESSING ADDENDUM

This Data Processing Agreement (this “DPA”) is executed as of **Insert Date** (the “Effective Date”) entered into by and between **ONESPAN ENTITY**, a corporation, with offices at **ONESPAN ADDRESS (“OneSpan”)** and _____, a corporation/company, with offices at _____ (“**Customer**”).

This Customer Data Processing Addendum (“DPA”) forms a part of the Master Terms found at www.onespan.com/master-terms, unless Customer has executed a superseding written agreement with Supplier, in which case, it forms a part of such written agreement (the “**Contract**”) between Supplier and Customer for the purchase of Software as a Service Products, Support, or fulfillment services from Supplier (the “**Services**”). All capitalized terms not defined herein shall have the meaning set forth in the Contract.

For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and its Affiliates. In the course of providing the Services, Supplier may Process Personal Data on behalf of Customer and its Affiliates in compliance with the terms and conditions in this DPA.

I. DEFINITIONS

“**Controller**” means the Customer who alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“**Data Protection Laws**” mean all laws and regulations applicable to the Processing of Personal Data under the Contract, including but not limited to those of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom, and the United States.

“**Data Subject**” means the identified or identifiable person to whom Personal Data relates, as defined under applicable Data Protection Laws.

“**Data Subject Request**” means a Data Subject’s request to exercise the following rights in relation to its Personal Data: access, rectification, restriction of Processing, erasure (“right to be forgotten”), data portability, objection to the Processing, or its right not to be subject to an automated individual decision making.

“**Personal Data**” shall have the meaning assigned to the terms “personal data” or “personal information” under applicable Data Protection Laws, provided such personal data and/or personal information is Customer’s Data.

“**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed by Supplier or its Sub-processors.

“**Process**” or “**Processing**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, alignment or combination, restriction, erasure or destruction, dissemination or otherwise making available.

“**Processor**” means Supplier and its Sub-processor(s). A Processor may also include a “Service Provider” under certain Data Protection Laws. “**Sub-processor**” means any entity engaged by Supplier or a member of the Supplier Group that Processes Personal Data in connection with the Services.

“**Product Privacy Statement**” means the privacy statement set forth at <https://www.onespan.com/product-privacy-statement>. The Product Privacy Statement details Supplier’s Personal Data Processing when providing the Services.

“**Privacy Center**” means Supplier’s privacy center found at <https://www.onespan.com/privacy-center>. The Privacy Center contains (i) information about Supplier’s processing of Personal Data, (ii) the Product Privacy Statement, and (iii) the list of Sub-processors for the Services.

“**Privacy and Security Schedule**” means Supplier’s security and privacy schedule incorporated into the Contract, as updated from time to time, found at <https://www.onespan.com/privacy-and-security-terms>.

“**Sensitive Data**” means data consisting of racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person’s sex life or sexual orientation.

“**Special Categories of Personal Data**” means Personal Data about criminal allegations, proceedings or convictions and information relating to criminal offenses.

“**Supplier**” means the OneSpan entity which is a party to the Contract.

“**Supplier Group**” means Supplier and its Affiliates engaged in the Processing of Personal Data.

“**Standard Contractual Clauses**” or “**SCC**” means “Module 2: Transfer Controller to Processor” of the Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj.

“**Supervisory Authority**” means an independent public authority which is established by (i) an EU Member State pursuant to the GDPR or, (ii) any other country per the applicable Data Protection Laws.

2. PROCESSING OF PERSONAL DATA

2.1. Customer's Processing of Personal Data.

2.1.1 Instructions. Customer shall give Supplier Personal Data Processing instructions, in accordance with applicable Data Protection Laws and the Contract

2.1.2 Information Duty. Customer shall process Personal Data (i) in accordance with applicable Data Protection Law, and (ii) consistent with its instructions to Supplier as per clause 2.1.1 above. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired the Personal Data. Customer shall ensure that it has obtained any and all authorizations and lawful basis for Processing Personal Data any other Special Categories of Personal Data (including verifiable consent where necessary). Customer shall promptly notify Supplier if it becomes aware of any breaches of applicable Data Protection Laws. Customer shall provide Supplier with instructions detailing the Processing activities Supplier must take to comply with applicable Data Protection Laws.

2.2. Supplier's Processing of Personal Data. Supplier shall Process Personal Data on Customer's behalf and pursuant to its instructions for the following purposes: (i) Processing in accordance with the Contract; (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) that are consistent with the terms of the Contract (individually and collectively, the "Purpose").

2.3. Details of the Processing. The subject matter, duration, nature and purpose of the Processing, the type of Personal Data, and categories of Data Subjects Processed under this DPA is further specified in Exhibit B (Description of Processing Activities) to this DPA.

3. RIGHTS OF DATA SUBJECTS

Supplier shall, to the extent legally permitted, promptly notify Customer if Supplier receives a Data Subject Request. Supplier shall not respond to a Data Subject Request itself and shall redirect the Data Subject Request to Customer to allow Customer to respond directly. Considering the nature of the Processing, and to the extent provided for in applicable Data Protection Laws, Supplier shall reasonably assist Customer to respond to a Data Subject Request. To the extent legally permitted, Customer shall be responsible for any costs arising from Supplier's assistance.

4. SUB-PROCESSORS

4.1 Appointment of Sub-processors. Supplier's Affiliates may be retained as Sub-processors, and its' Affiliates may engage third-party Sub-processors in connection with the provision of the Services. As a condition to permitting a third-party Sub-processor to Process Personal Data, Supplier or its' Affiliate will enter into a written agreement with each Sub-processor containing data protection obligations and restrictions no less protective of Personal Data as those in this DPA, to the extent applicable to the nature of the Services provided by such Sub-processor.

4.2 List of Current Sub-processors and Notification of New Sub-processors. A current list of Sub-processors for the Services, including a description of their processing activities and countries of location, is accessible via the Privacy Center ("Sub-processor List"). Supplier shall update the Sub-processor List before authorizing such new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services. Customer hereby consents to these Sub-processors, their locations and Processing activities. Customer may subscribe to the ProcessorNotification@onespan.com email to receive update notifications.

4.3 Objection Right for New Sub-processors. Customer may reasonably object to Supplier's use of a new Sub-processor by notifying Supplier promptly in writing within thirty (30) business days after Supplier's notice. Such notice shall explain the reasonable grounds for the objection. In the event Customer has legitimate objections to the new Sub-processor, the parties will work together in good faith to resolve the grounds for the objection. Such resolution could include recommending a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor. If the parties fail to agree upon a resolution within thirty (30) days, Customer may upon ten (10) days written notice to Supplier terminate the applicable Order Form(s) with respect to those aspects of the Service performed by Supplier through the use of the objected-to new Sub-processor.

4.4 Liability. Supplier shall be liable for the acts and omissions of its Sub-processors to the same extent Supplier would be liable if performing the Services of each Sub-processor directly under the terms of this DPA, unless otherwise set forth in the Contract.

5. SECURITY

5.1 Controls for the Protection of Personal Data. Supplier shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in the Privacy and Security Schedule. Supplier regularly monitors compliance with these measures. Supplier will not materially decrease the overall security of the Services during Contract Term.

5.2 Third-Party Certifications and Audits. Supplier has obtained the third-party certifications and audits set forth in the applicable Privacy and Security Schedule. Upon Customer's request, and subject to the confidentiality obligations set forth in the Contract, Supplier shall make available to Customer (or Customer's independent, third-party auditor) a copy of Supplier's then most current third-party certifications and audits results as applicable. Customer may request an audit of Supplier's procedures relevant to the protection of Personal Data only to the extent specifically required under applicable Data Protection Law. On-site audits are excluded unless specifically required by mandatory regulations in Customer's jurisdiction. Customer shall reimburse Supplier for any time expended for any such audit at the Supplier Group's then-current rates, which shall be made available to Customer upon request. Before any audit,

Customer and Supplier shall mutually agree upon the scope, timing, and duration of the audit, in addition to the reimbursement rate for which Customer shall be responsible. Customer shall promptly notify Supplier with information regarding any non-compliance discovered during an audit, and Supplier shall use commercially reasonable efforts to address any confirmed non-compliance.

6. PERSONAL DATA BREACH MANAGEMENT AND NOTIFICATION

Supplier maintains security incident management policies and procedures specified in the Privacy and Security Schedule. Supplier shall notify Customer without undue delay after becoming aware of any Personal Data Breach which may require notification under applicable Data Protection Law. Supplier shall make reasonable efforts to identify the cause of such Personal Data Breach and take such steps as Supplier deems necessary and reasonable to remediate such Personal Data Breach to the extent the remediation is within Supplier's reasonable control. A Personal Data Breach will not include unsuccessful attempts to or activities that do not compromise the security, availability, confidentiality, and integrity of Personal Data including, without limitation, unsuccessful log in attempts, denial of service attacks and other attacks on firewalls or networked systems. Except as required by applicable Data Protection Law, the obligations herein shall not apply to incidents that are caused by Customer, Users and/or any non-Supplier products.

7. RETURN AND DELETION OF PERSONAL DATA

Supplier shall, upon Customer's request, and subject to applicable laws and the limitations described in the Contract (including the Product Privacy Statement and Privacy and Security Schedule), return or allow Customer to retrieve all Personal Data in Supplier's possession, or securely destroy such Personal Data.

8. CUSTOMER AFFILIATES

Customer is responsible for coordinating all communication with Supplier on behalf of its Affiliates. Customer represents that it is authorized to issue instructions as well as make and receive any communications or notifications in relation to this DPA on behalf of its Affiliates.

9. LIMITATION OF LIABILITY

The total liability of Supplier (and its employees, directors, officers, Affiliates, successors, and assigns), arising out of or related to this DPA, whether in contract, tort, or other theory of liability, shall not, when taken together in the aggregate, exceed the limitation of liability set forth in the Contract.

10. GENERAL DATA PROTECTION SPECIFIC PROVISIONS

10.1 "GDPR" refers to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, including as implemented or adopted under the laws of the United Kingdom. Where applicable, Supplier will Process Personal Data in accordance with GDPR ("EU Personal Data").

10.2 Data Protection Impact Assessment. Upon Customer's request, Supplier will provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation to conduct a data protection impact assessment, to the extent that (i) Customer does not otherwise have access to the relevant information, and (ii) such information is available to Supplier. Supplier shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority, to the extent required under the GDPR.

10.3. Transfer Mechanisms. The parties agree that Supplier may transfer Personal Data processed under this DPA outside the European Economic Area ("EEA") or Switzerland as necessary to provide the Services. If Supplier transfers Personal Data protected under this DPA to a jurisdiction for which the European Commission has not issued an adequacy decision, Processor will ensure that appropriate safeguards have been implemented for the transfer of Personal Data in accordance with Data Protection Laws.

Where required, Supplier shall transfer EU Personal Data through the Standard Contractual Clauses to countries which do not ensure an adequate level of data protection.

10.4. Alternative transfer mechanism.

Supplier may adopt an alternative data transfer mechanism to those described in this DPA (including any new version of or successor to the SCCs) for EU Personal Data transfers. In addition, if and to the extent that a court of competent jurisdiction or Supervisory Authority orders that the measures described in this DPA cannot be relied on to lawfully transfer EU Personal Data, Supplier may implement any additional measures or safeguards that may be reasonably required to enable the lawful transfer of EU Personal Data.

11. U.K. SPECIFIC PROVISIONS

Where Customer is established in the United Kingdom or subject to UK Data Protection Laws and Regulations, the Information Commissioner's Office ("ICO") shall act as competent Supervisory Authority.

For Personal Data transfers governed by UK Data Protection Laws and Regulations, the Mandatory Clauses of the Approved Addendum, (template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as revised under Section 18 of those Mandatory Clauses) ("Approved Addendum") shall apply. The information required for Tables 1 to 3 of Part One of the Approved Addendum is set out in Exhibit B of this DPA (as applicable).

12. SWITZERLAND SPECIFIC PROVISIONS

Where Customer is established in Switzerland or subject to Swiss Data Protection Laws, the Swiss Federal Data Protection and Information Commissioner shall act as competent Supervisory Authority.

For Personal Data transfers governed by Swiss Data Protection Laws, the Standard Contractual Clauses apply to the transfer of information relating to an identified or identifiable legal entity to the extent such information is protected similarly as Personal Data under Swiss Data Protection Laws. References in the Standard Contractual Clauses to GDPR, EU or Member State Law shall have the same meaning as the equivalent reference in Swiss Data Protection Laws.

13. U.S. SPECIFIC PROVISIONS

13.1. **Relationship.** The parties agree that Supplier is a Service Provider and receives Personal Data pursuant to the business purpose of providing the Services to Customer in accordance with the Contract.

13.2. **Disclosure.** Supplier shall not: (i) sell Personal Data; (ii) retain, use, or disclose Personal Data for any purpose other than for the specific purpose of performing the Services, including retaining, using or disclosing Personal Data for a commercial purpose other than providing the Services; and (iii) retain, use, or disclose Personal Data outside of the direct business relationship between Customer and Supplier. Supplier certifies that Supplier understands the restrictions in this Section 13 and will comply with them in accordance with the requirements of applicable U.S. Data Protection Laws.

13.3 **Compliance.** If Supplier determines that it cannot comply with this DPA, it will notify the Customer and allow Customer to take reasonable and appropriate steps to stop and remediate any unauthorized processing of Personal Data.

14. GENERAL DATA TRANSFER CONSENT

To the extent that Supplier processes Personal Data protected by an applicable Data Protection Law, Supplier may transfer such Personal Data in accordance with this DPA and the applicable Data Protection Law.

15. **Non-Standard Assistance.** Supplier may charge Customer for non-standard assistance at Supplier's then current Professional Services fees.

16. **Order of Precedence.** Notwithstanding anything to the contrary in the other portions of the Contract, this DPA shall take precedence over conflicting terms in the Contract.

List of Exhibits

- **Exhibit A:** Additional Data Transfer Terms
- **Exhibit B:** Description of Processing Activities

The parties' authorized signatories have duly executed this DPA and the attached Exhibits as applicable:

Customer

Customer Legal Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Choose an item.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

ADDITIONAL DATA TRANSFER TERMS TO STANDARD CONTRACTUAL CLAUSES

1. **Customers covered by the Standard Contractual Clauses.** Customer shall be “data exporter” under the Standard Contractual Clauses.
2. **Instructions.** This DPA and the Contract are Customer’s complete and final instructions 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 as Customer’s instruction 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.
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.
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 this DPA.
5. **Copies of Sub-processor Agreements.** Copies of the Sub-processor agreements that Supplier must provide 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. Supplier will provide such copies in a manner to be determined in its discretion, only upon request by Customer.
6. **Audits and Certifications.** The parties agree that the audits described in Clause 8.9 of the Standard Contractual Clauses shall be conducted in accordance with the provisions of clause 5.2 of this DPA.
7. **Certification of Deletion.** The parties agree that Supplier shall provide the certification of deletion of Personal Data described in Clause 16.d of the Standard Contractual Clauses only upon Customer’s request.
8. **Conflict.** In the event of any conflict or inconsistency between the body of this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

EXHIBIT B
DESCRIPTION OF PROCESSING ACTIVITIES

1. Subject matter

Supplier Processes Personal Data to provide the Services to Customer pursuant to and as described in the Contract. Details of the nature and purpose of Supplier's Processing are specified below.

2. Data Subjects

Customer may submit Personal Data to the Services, as Customer determines and controls in its sole discretion, and which may include, but is not limited to, Personal Data relating to the following categories:

<input checked="" type="checkbox"/>	Employees (incl. applicants, trainees, former employees) of Customer
<input checked="" type="checkbox"/>	Customers of Customer
<input checked="" type="checkbox"/>	Employees of customers of Customer
<input checked="" type="checkbox"/>	Users of the Supplier Services as contracted by Customer
<input checked="" type="checkbox"/>	Agents of Customer
<input checked="" type="checkbox"/>	Contractors or Consultants of Customer
<input checked="" type="checkbox"/>	Third Parties with which Customer has a business relationship
<input checked="" type="checkbox"/>	Participants

3. Categories of Data

Customer determines the Personal Data Processed through the Services. The Personal Data transferred by Customer may concern the following categories of Data: Any Personal Data contained in Data, as defined in the Contract.

4. Types of Data

The Personal Data Processed may concern for example the following types of Data of the above Data Subjects.

<input checked="" type="checkbox"/>	Personal master data (customer-number, customer ID or national number or similar)
<input checked="" type="checkbox"/>	Name, title, name suffix
<input checked="" type="checkbox"/>	Personal telephone number, mobile phone number, e-mail address, fax number <input checked="" type="checkbox"/> business <input checked="" type="checkbox"/> private
<input checked="" type="checkbox"/>	Personal address <input checked="" type="checkbox"/> business <input checked="" type="checkbox"/> private
<input checked="" type="checkbox"/>	Date of birth/age
<input checked="" type="checkbox"/>	Written correspondence or documentation (contract, offers, letters, faxes, messages, e-mails)
<input checked="" type="checkbox"/>	Contractual data (contractual relationship with an individual person; an individual's interest in a product or contract)
<input checked="" type="checkbox"/>	Contract billing and payment data of an individual person
<input checked="" type="checkbox"/>	Customer history of an individual person
<input checked="" type="checkbox"/>	Personal data that fall in the category of "professional secret"/professional obligation to discretion (e.g., lawyers, doctors, workers council, data protection officers)
<input checked="" type="checkbox"/>	Data relating to criminal activities, misdemeanors or offences of individual persons or the suspicion of such behavior
<input checked="" type="checkbox"/>	Data about bank or credit card accounts of individual persons
<input checked="" type="checkbox"/>	Financial data of individual persons
<input checked="" type="checkbox"/>	Scoring data relating to individuals (e.g., obtained from scoring agencies)
<input checked="" type="checkbox"/>	Photographs (identifiable persons)

<input checked="" type="checkbox"/>	Data which allows the creation of a personal profile or tracking user behavior (e.g., Tracking Cookies, browsing history)
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5. Sensitive Personal Data/Special Categories of Personal Data

Customer may submit the following Sensitive Personal Data to Supplier through the Services, the extent of which is determined and controlled by Customer in compliance with applicable Data Protection Law, if any:

<input checked="" type="checkbox"/>	<p>Special Categories of Personal Data, i.e., information on one or more of the following</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> racial or ethnic origin, <input checked="" type="checkbox"/> political opinions, <input checked="" type="checkbox"/> religious or philosophical beliefs, <input checked="" type="checkbox"/> trade-union membership, <input checked="" type="checkbox"/> sex life or sexual orientation, <input checked="" type="checkbox"/> health data, <input checked="" type="checkbox"/> genetic data, <input checked="" type="checkbox"/> biometric data
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6. Nature and purpose of the Processing

The nature and purpose of Supplier's Processing of the Personal Data are described in the Contract.

The Personal Data may be subject to the following processing activities:

- storage;
- processing necessary to provide and update the Services provided to Customer;
- product/service maintenance;
- product/service development;
- IT management of the System;
- technical support to Customer;
- reporting and analytics; and
- disclosures in accordance with the Contract, as compelled by law.

For the purposes hereof,

- "support" includes activities related to providing technical support by email or phone; creation of reports; response, analysis, and resolution services; product and service assistance.
- "IT management" includes activities related to managing the operability, availability and security of a particular product, service, or IT system. This may include incident-tracking, analysis and troubleshooting services.
- "Product/Services maintenance and development" include activities related to product and service maintenance and troubleshooting (e.g., bug fixing) as well as product and services management and development (e.g., new product features or versions).

7. Duration: During the Term of the Contract for the Services.

8. Retention period: Subject to Section 7 of the DPA, Supplier will retain Personal Data for the Term of the Contract, unless otherwise agreed upon in writing.

9. Technical and Organizational Measures: technical and organizational measures are described in the Privacy and Security Schedule

10. Data Protection Officer/Personal Data Breach Reporting: As set forth in the Privacy and Security Schedule and the OneSpan Privacy Center at <https://www.onespan.com/privacy-center>

11. List of authorized Sub-processors used by Supplier in the provisions of the Services: As set forth in the Privacy Center set forth at <https://www.onespan.com/privacy-center> as updated from time to time.

12. Location of the data centers/processing location used by Sub-processors: As set forth in the Privacy Center set forth at <https://www.onespan.com/privacy-center> as updated from time to time.

13. Transfer of Personal Data: The Personal Data may be transferred to Sub-processors for the following processing activities: (a) to perform the Services; (b) to provide any technical and customer support, maintenance, troubleshooting requested by Customer, and (c) to fulfil all other obligations under the Contract.