

DIGITAL OPERATIONAL RESILIENCE ADDENDUM

Version 1. Last updated October 2024

This Addendum (the "**Addendum**") forms part of the Order Document and Master Terms and their incorporated documents (as amended from time to time, the "**Contract**") between Customer and Supplier (both as defined in the Order Document (the "**Parties**", and each, a "**Party**")).

This Addendum applies to Customer's receipt of the Products and Services named in the Order Document to the extent that Customer or one of its Affiliates who uses the Products and/or Services (both, as defined below) under the Contract is a regulated entity subject to the Regulations (as defined below).

1. DEFINITIONS AND SCOPE

1.1 All defined terms used in this Addendum shall have the same meaning ascribed to such terms in the Contract, unless expressly defined in this Addendum or as set out below:

(a) "**Customer Regulator**" means a government or regulatory body in the European Union, with binding authority to regulate Customer's financial services activities.

(b) "**Data**" has the meaning given to it in the SaaS Subscription Schedule, available at www.onespan.com/saas-subscription-schedule, as may be updated from time to time.

(c) "**ICT Incident**" means a single event or a series of linked events unplanned by Supplier that compromises the security of the network and information systems through which the SaaS Services are provided, and has an adverse impact on the availability, authenticity,

integrity or confidentiality of Data, or on the SaaS Services provided by Supplier.

(d) "**Products**" means those products identified in the Order Document to which this Addendum applies.

(e) "**Regulations**" means the EU Regulation 2022/2554 of 14 December 2022 on digital operational resilience for the financial sector ("**DORA**").

(f) "**Security Terms**" means the privacy and security terms available at www.onespan.com/privacy-and-security-terms, as may be updated from time to time.

(g) "**Services**" means those services identified in the Order Document to which this Addendum applies.

1.2 To the extent that any of the Products and/or Services are provided outside of the European Economic Area, this Addendum applies only in respect of those aspects of the Contract that are entered into for the purpose of providing the Products or Services to a regulated entity subject to the Regulations in the European Economic

Area. Customer represents to Supplier that the Products and Services do not support a critical or important function under the Regulation as it relates to Customer.

1.3 This Addendum is only valid as long as either Customer or one of its Affiliates who uses the Products or Services under the Contract continues to be a regulated entity subject to the Regulations. A reference in this Addendum to Customer's Affiliates applies only to those Affiliates that are subject to the Regulations.

1.4 Unless otherwise agreed between the Parties, a reference in this Addendum to the termination of the Contract applies only to those aspects of the Contract that have been entered into for the purpose of providing the Products and/or Services in the European Economic Area.

1.5 In the event of a conflict between the terms of (i) the Contract (excluding this Addendum); and (ii) this Addendum, the terms of this Addendum shall prevail.

2. CO-OPERATION WITH REGULATORS AND TRAINING

2.1 Supplier shall cooperate with all requests of the Customer Regulators and any third parties appointed by them, unless Supplier believes that the request is unreasonable, in which case: (i) Supplier shall notify Customer of the same and shall, at its own cost, escalate the issue with the relevant Customer Regulator; and (ii) subject to this escalation by Supplier, a failure to co-operate with such requests will not be deemed a breach of this clause. The

Supplier may charge for such participation on a time and materials basis at Supplier's then-current professional services rates.

2.2 Should the relevant Customer Regulator instruct Customer to terminate any Order Document(s): (i) Customer may request the termination of the relevant Order Document(s) upon thirty (30) days' prior written notice; subject to (ii) Customer's payment of: (a) Supplier's remaining Fees for the then-current term (immediately prior to the termination exercised under this clause); and (b) Supplier's outstanding Fees incurred in relation to the preparation and implementation of the Products and/or Services provided pursuant to the Contract and this Addendum (if any), to the extent not already paid for by Customer; and (iii) without any other compensation or penalty for Supplier, notwithstanding any provision to the contrary in the Contract.

2.3 Supplier shall allow appropriate personnel involved in providing the Products or Services to participate in Customer's ICT security awareness programs and digital operational resilience training (collectively, the "**Training Programs**"), as reasonably requested by Customer. The Supplier may charge for such participation on a time and materials basis at Supplier's then-current professional services rates. Customer shall provide Supplier with reasonable advance notice of the schedule for the Training Programs, including the dates, times, and locations, as well as any applicable registration deadlines or requirements, and shall allow for Supplier's personnel to attend remotely. The

complexity and scope of the Training Programs for the Supplier's personnel and extent of participation expected shall be commensurate with the nature and extent of involvement in the provision of the Products and/or Services.

Asia/Pacific region (other than Japan), then Data shall be stored in the European Economic Area; or

(ii) North or South America or Japan, then Data shall be stored in North America.

3. LOCATIONS OF SERVICES AND DATA

3.1 The Parties shall agree in the relevant Order Document any specific premise(s) of Customer for the performance of any Professional Services. Such Professional Services may be performed remotely.

3.3 Where, after the Addendum Effective Date, Supplier proposes to use (either through itself or any sub processor) any additional data centers for the relevant SaaS outside of the relevant region specified in clause 3.1 above (“**Proposed Extra Regional Use**”), Supplier shall post a notice of thereof, including details of the processing to be undertaken, on the Privacy Centre Page at <https://www.onespan.com/privacy-center>. Customer undertakes to subscribe to notifications from such page in order to receive notice of such posting. If, within ten (10) business days of receiving the notice, Customer notifies Supplier in writing of any reasonable objections to the Proposed Extra Regional Use, Supplier will not continue with such Proposed Extra Regional Use until reasonable steps have been taken to address the objections raised by Customer and Customer has been provided with a reasonable written explanation of the steps taken. If Customer continues to reasonably object to the Proposed Extra Regional Use and Supplier is not able to adequately address the ground for Customer’s objection in a reasonable manner, Customer may terminate the relevant Order Document(s) for such SaaS Services.

3.2 To the extent that any production SaaS Services are provided, then (unless otherwise specified in the Order Document) if Customer’s address (as set out in the Order Document) is in:

- (a) For OneSpan Sign Products:
 - (i) Europe (including the United Kingdom), the Middle East or Africa, then Data shall be stored in the European Economic Area;
 - (ii) North or South America, then Data shall be stored in North America; or
 - (iii) Asia/Pacific region, then Data shall be stored in the Asia/Pacific Region.
- (b) For TID Products:
 - (i) Europe (including the United Kingdom), the Middle East or Africa, or the

4. DATA SECURITY

- 4.1 Supplier has implemented appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the Data in its possession, and to preserve the authenticity of Data in its possession, in accordance with the Security Terms.
- 4.2 In respect of Software that is provided as SaaS, Supplier shall conduct vulnerability assessments of such Software on a regular basis, including application vulnerability testing, in accordance with the Security Terms.
- 4.3 In respect of any Software forming part of the Services which is provided on-premise, Customer shall be solely responsible for ensuring that its use of the relevant Software complies with all applicable laws.

5. INCIDENT NOTIFICATION

- 5.1 Upon becoming aware of an ICT Incident, Supplier shall without undue delay: (a) notify Customer of the ICT Incident; (b) investigate and take reasonable steps to mitigate the effects and to minimize any damage resulting from the ICT Incident, in accordance with Supplier's obligations under the Security Terms; and (c) provide reasonable assistance and all information (within its knowledge) reasonably required in order for Customer to comply with its obligations under the Regulations.
- 5.2 Supplier shall notify Customer without undue delay after becoming aware of any material change in the subject of the information provided pursuant to clause 5.1 above.

- 5.3 Supplier's assistance and information provided pursuant to this clause 5 shall be provided at no additional cost; however Supplier reserves the right to charge Customer on a time and materials basis at the then-applicable Professional Services Fee rate for overly burdensome requests.

6. BUSINESS CONTINUITY

- 6.1 Supplier shall, at any time it is able, implement the provisions of an appropriate disaster recovery and business continuity plan, covering Customer's continued provision of Services and Products (where applicable) and services provided by its subcontractors, in accordance with its terms. The terms of the disaster recovery and business continuity plan must provide that any data that is owned by Customer can be accessed in the case of the insolvency, resolution or discontinuation of business operations of Supplier. Supplier shall test the disaster recovery and business continuity plan on a regular basis. Customer shall be entitled to request confirmation that such testing has been conducted.

7. TERMINATION

- 7.1 In addition to the rights specified under the Contract, the Parties agree that either Party may terminate the Contract:
 - (a) immediately in the event of a material breach of (i) the Party's obligations of confidentiality under the Contract; or (ii) applicable law or regulations (provided that, notwithstanding this

provision, in no event will Supplier be required to open data centers outside the European Economic Area in jurisdictions from which Customer collects Data); or

- (b) upon ninety (90) days' prior written notice where Customer's monitoring of the Products or Services reveals circumstances capable of altering the performance of the Services or provision of the Products so as to cause a material breach of this Addendum and those circumstances, if capable of cure, remain uncured for thirty (30) days after Supplier receives notice of the same.

7.2 In the event of the termination or expiry of an Order Document for any reason, Supplier shall support Customer in the orderly transfer of any Services, including by making available to Customer and/or a replacement provider for thirty (30) days following the termination or expiration of an Order Document, any Data maintained by any SaaS, in a common, industry standard format, for Customer or the replacement provider to retrieve and/or delete stored copies.