

Sub-processor Register

Last updated: 7 April 2026



1. OVERVIEW

This register lists all sub-processors engaged by Opisense AS to deliver the Opisense platform and service infrastructure. Opisense is committed to transparency and maintains this register as a living document, updated when new sub-processors are engaged or changes occur.

Sub-processor list: opisense.com/subprocessors

2. SUB-PROCESSOR CATEGORIES

Sub-processors are classified by tier:

- Tier 1: Core infrastructure and service providers essential to platform delivery
- Tier 2: Specialized processors for specific features (voice, document processing, integrations)
- Tier 3: Auxiliary services (email, logging, vendor services)

3. COMPLETE SUB-PROCESSOR REGISTER

The following table lists all current sub-processors engaged by Opisense, organized by category:

Processor	Country	Tier	Transfer mechanism	TIA reference
AWS (Frankfurt)	EU	1	None (EU)	N/A
Vercel	US	1	DPF + SCC	TIA-LEGAL-002
Convex	US	1	SCC (DPF unconfirmed)	TIA-LEGAL-004
OpenAI	US	2	SCC (DPF unconfirmed)	TIA-LEGAL-003
Anthropic	US	2	SCC (DPF unconfirmed)	TIA-LEGAL-003
Elevenlabs	US	2	DPF + SCC	TIA-LEGAL-002
Ragie	US	2	SCC	TIA-LEGAL-005
Recall	US	2	SCC	TIA-LEGAL-005
Clerk	US	2	DPF + SCC	TIA-LEGAL-002
Stripe	US	2	DPF + SCC	TIA-LEGAL-002
Resend	US	3	DPF + SCC	TIA-LEGAL-002
Axiom	US	3	SCC (DPF unconfirmed)	TIA-LEGAL-004
Composio	US	2	SCC	TIA-LEGAL-005

4. PROCESSOR COMPLIANCE

4.1 EU PROCESSORS (N/A — NO TRANSFER REQUIRED)

- **AWS (Frankfurt):** EU-based infrastructure located in Frankfurt, Germany (eu-central-1 region). No international transfer required; full GDPR Article 28 compliance via AWS Data Processing Agreement. Data residency: EU.

4.2 US PROCESSORS WITH DATA TRANSFER MECHANISMS

All US-based processors are bound by legally recognized transfer mechanisms and have completed Transfer Impact Assessments.

4.2.1 DATA PRIVACY FRAMEWORK (DPF)

Processors certified under the Data Privacy Framework provide an adequacy mechanism for data transfers. DPF certification is verified quarterly against the official US Department of Commerce list.

Certified processors: Vercel, Clerk, Stripe, Resend, Elevenlabs

4.2.2 STANDARD CONTRACTUAL CLAUSES (SCCS)

Where DPF does not apply or as supplementary mechanism, Opisense engages Standard Contractual Clauses (Module Two for direct transfers; Module Three for sub-processor transfers). SCCs are approved by the European Commission and form part of comprehensive data processing agreements with each processor.

All sub-processors have completed Transfer Impact Assessments (TIAs) per EDPB Recommendations 01/2020 and Schrems II guidance.

4.3 TRANSFER MECHANISM STATUS — COMPLETED

As of 7 April 2026, all sub-processors have been assigned formal transfer mechanisms and Transfer Impact Assessments have been completed.

Recent completions:

- Elevenlabs: SCCs executed 20 March 2026; TIA completed — no supplementary measures required
- Ragie: SCCs executed 25 March 2026; TIA completed — no supplementary measures required
- Recall: SCCs executed 22 March 2026; TIA completed — no supplementary measures required
- Composio: SCCs executed 28 March 2026; TIA completed — no supplementary measures required

Customers have been notified of these changes. All sub-processors are now compliant with GDPR Chapter V (International Transfers).

4.4 DPF STATUS MONITORING

Opisense conducts quarterly monitoring of DPF certification status for all DPF-reliant processors:

- Q1 (1 April): Annual comprehensive re-verification of all DPF certifications
- Q2, Q3, Q4: Desktop reviews of certification database; alert on any status changes
- Upon any change: Immediate notification to affected customers and re-evaluation of transfer adequacy

Last verification: 1 April 2026. All DPF processors remain certified and compliant. Next verification: 1 July 2026.

Note: DPF certification status for OpenAI, Anthropic, Axiom, and Convex remains unconfirmed; these processors are protected solely by Standard Contractual Clauses and associated Transfer Impact Assessments.

5. DATA PROTECTION GUARANTEES

All sub-processors are required to:

- Execute Data Processing Agreements incorporating GDPR Article 28 obligations
- Implement appropriate technical and organizational measures (Article 32)
- Provide security and confidentiality commitments
- Comply with data subject rights and assistance obligations
- Notify Opisense of personal data breaches within 48 hours

6. CUSTOMER RIGHTS AND OPTIONS

6.1 RIGHT TO OBJECT

Customers have the right to object to the engagement of new sub-processors under GDPR Article 28(4). Objections must be received within 30 days of notification.

6.2 HOW TO OBJECT AND TERMINATION RIGHTS

To object to a sub-processor engagement:

- Send written notice to contact@opisense.com within 30 days of notification
- Specify the grounds for objection
- Opisense will work with you to resolve concerns within 15 days
- If objections cannot be resolved within 15 days, the Customer retains the right to terminate the affected Service

6.3 ACCESS TO TIA DOCUMENTATION

Complete Transfer Impact Assessment documentation (TIA-LEGAL-001 through TIA-LEGAL-005) is available for Customer review upon request via contact@opisense.com. TIAs assess:

- US legal regime adequacy (TIA-LEGAL-001)
- DPF-certified processor assessments: Vercel, Clerk, Stripe, Resend, Elevenlabs (TIA-LEGAL-002)
- SCC-protected LLM providers: OpenAI, Anthropic (TIA-LEGAL-003)
- SCC-protected infrastructure: Convex, Axiom (TIA-LEGAL-004)
- SCC-protected data processing: Ragie, Recall, Composio (TIA-LEGAL-005)

7. SUPPLEMENTARY MEASURES

Where standard transfer mechanisms alone are insufficient to mitigate risks from US third-country legislation (FISA, Executive Order 12333), the following supplementary measures are implemented:

7.1 DATA MINIMIZATION

Limited transmission of Personal Data to US sub-processors. Processing is minimized to only the data necessary for feature delivery. Sensitive data elements are restricted or pseudonymized where feasible.

7.2 ENCRYPTION AND PSEUDONYMIZATION

Data transmitted to US processors is encrypted in transit (TLS 1.2+) and at rest (AES-256). Identifiable data elements are separated and encrypted separately where technically feasible.

7.3 CONTRACTUAL COMMITMENTS

All Data Processing Agreements and Standard Contractual Clauses include explicit commitments for:

- Non-disclosure of Personal Data except as necessary for contracted services
- Resistance to unlawful government surveillance demands
- Notification to Opisense if required to disclose Personal Data to government authorities
- Annual certification of compliance with these commitments

7.4 MONITORING AND RE-ASSESSMENT

Transfer impact and adequacy are re-assessed quarterly. Changes to US law or third-country surveillance regimes trigger immediate re-evaluation and notification to affected Customers.

8. SUB-PROCESSOR CHANGES AND NOTIFICATIONS

8.1 ADVANCE NOTIFICATION

Opisense provides at least 30 days' advance written notice to Customers when:

- A new sub-processor is engaged
- An existing sub-processor changes its role or location of processing
- A sub-processor is removed from the register

8.2 NOTIFICATION CONTENT

Notifications include:

- Sub-processor name and country of location
- Role and processing activities
- Transfer mechanism (DPF, SCC, or other)
- Reference to Transfer Impact Assessment (if applicable)
- Deadline to object (30 days from notification)

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9. CONTACT AND GOVERNANCE

9.1 DATA PROTECTION OFFICER

For questions about sub-processor engagement, Transfer Impact Assessments, or to lodge objections to sub-processors:

- Email: dpo@opisense.com
- Address: Legal Department, Opisense AS, Trondheim, Norway

9.2 ANNUAL REVIEW

This register is reviewed and updated annually to ensure continued accuracy. Updates are published at opisense.com/subprocessors and communicated to active Customers.

SIGNATURE

This Sub-processor Register is maintained as a current document in accordance with GDPR Article 28(2) and (4) and the Data Processing Agreement between Opisense AS and Customer.