TESTINGBOT CUSTOMER DATA PROCESSING ADDENDUM

THIS CUSTOMER DATA PROCESSING ADDENDUM ("**DPA**") is entered into as of the Addendum Effective Date by and between: (1) the TestingBot entity identified on the Order Form, or, if applicable, as the "TestingBot Contracting Entity" based on the location of the Customer (as defined below) ("**TestingBot**"); and (2) the customer entity identified on the Order Form ("**Customer**"). Together TestingBot and Customer will be referred to herein as the "**Parties**" and each a "**Party**".

HOW AND WHEN THIS DPA APPLIES

- **Customer must not include Personal Data in any Customer Data unless and only to the extent it is specifically authorized to do so – this DPA shall only apply to Personal Data comprised in Customer Data if and as authorized.**

- **This DPA is incorporated into and forms a binding and effective part of the Agreement automatically upon the Parties' entry into the Agreement, with effect on and from the Addendum Effective Date.**

- **Except in respect of any SCCs (Module One: Controller to Controller) that may apply to any Restricted Transfer of Account Information or Usage Data to TestingBot and the incorporation and population thereof, this DPA applies only if and to the extent Applicable Data Protection Laws govern TestingBot's Processing of Customer Personal Data in performance of the Services as a Processor, Service Provider or similar role defined under Applicable Data Protection Laws.**

- **Any other Processing by TestingBot of Personal Data relating to users of the Services to which this DPA does not apply shall be carried out by TestingBot as a Controller under then-current [Privacy Notice](#) (the "TestingBot Privacy Policy"), including any:**

  - **Processing by TestingBot of any Personal Data comprised in Account Information and/or Usage Data collected from and/or about users of the Services and/or Customer's use of the Service for use for TestingBot's own purposes; and**

- **o other Processing carried out by TestingBot for its own business relationship administration and marketing, analytics, information or systems security, product improvement and development and/or legal, regulatory or compliance purposes.**

INTERPRETATION

1. Unless expressly stated otherwise, capitalized terms used in this DPA (including the description outlined above) have the meanings set out in this Section 1 or, if not defined, have the meanings given in the Agreement.

   (a) "**Addendum Effective Date**" means the effective date of the Agreement, as set out in the Agreement or the Order Form.

   (b) "**Agreement**" means, as applicable, the Master Subscription Agreement or [TestingBot Terms of Service](#) or substitute written agreement entered into by and between the Parties governing provision of Services to Customer.

   (c) "**Applicable Data Protection Laws**" means the privacy, data protection and data security laws and regulations of any jurisdiction applicable to the Processing of Customer Personal Data under the Agreement, including, without limitation, GDPR and the CCPA (as and where applicable).

   (d) "**CCPA**" means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (the "**CPRA**"), and any binding regulations promulgated thereunder.

   (e) "**Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

   (f) "**Customer Personal Data**" means any Personal Data comprised within Customer Data and Processed by TestingBot or its Sub-Processor on behalf of Customer in order to perform the Services under the Agreement – for the avoidance of doubt, any Personal Data comprised in Account Information and/or Usage Data does not constitute Customer Personal Data.

   (g) "**Data Subject Request**" means the exercise by a Data Subject of its rights in accordance with Applicable Data Protection Laws in respect of Customer Personal Data and the Processing thereof.

   (h) "**Data Subject**" means the identified or identifiable natural person to

whom Customer Personal Data relates.

(i) "**EEA**" means the European Economic Area.

(j) "**FADP**" means the Federal Act on Data Protection of 19 June 1992 and, as and when it enters into force on 1 January 2023, its revised version of 25 September 2020.

(k) "**FDPIC**" means Swiss Federal Data Protection and Information Commissioner.

(l) "**GDPR**" means, as and where applicable to Processing concerned: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) ("**EU GDPR**"); and/or (ii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (as amended, including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019) ("**UK GDPR**"), including, in each case (i) and (ii) any applicable national implementing or supplementary legislation (e.g., the UK Data Protection Act 2018), and any successor, amendment or re-enactment, to or of the foregoing. References to "**Articles**" and "**Chapters**" of, and other relevant defined terms in, the GDPR shall be construed accordingly.

(m) "**Order Form**" means (a) Customer's selections in TestingBot' online purchase process, or (b) the order form, quote, purchase order, statement of work, or similar document entered into by and between the Customer and TestingBot (or an Authorized Partner) associated with the Agreement.

(n) "**Personal Data**" means "personal data," "personal information," "personally identifiable information" or similar term defined in Applicable Data Protection Laws.

(o) "**Personal Data Breach**" means a breach of TestingBot's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data in TestingBot's possession, custody or control. For clarity, Personal Data Breach does not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data (such as unsuccessful log-in attempts, pings, port scans, denial of service attacks, or other network attacks on firewalls or networked systems).

(p) "**Personnel**" means a person's employees, agents, consultants or

contractors.

(q) "**Process**" and inflection thereof means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(r) "**Processor**" means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.

(s) "**Restricted Transfer**" means the disclosure, grant of access or other transfer of Customer Personal Data to any person located in: (i) in the context of the EEA, any country or territory outside the EEA which does not benefit from an adequacy decision from the European Commission (an "**EU Restricted Transfer**"); (ii) in the context of the UK, any country or territory outside the UK, which does not benefit from an adequacy decision from the UK Government (a "**UK Restricted Transfer**"); and (iii) in the context of Switzerland, a country or territory outside of Switzerland which does not benefit from an adequacy decision from the Swiss Government (a "**Swiss Restricted Transfer**"), which would be prohibited without a legal basis under Chapter V of the GDPR and/or the FADP (as applicable to the Processing concerned).

(t) "**SCCs**" means the standard contractual clauses approved by the European Commission pursuant to implementing Decision (EU) 2021/914.

(u) "**Services**" means those services and activities to be supplied to or carried out by or on behalf of TestingBot for Customer pursuant to the Agreement.

(v) "**Sub-Processor**" means any third party appointed by or on behalf of TestingBot to Process Customer Personal Data.

(w) "**Supervisory Authority**": (i) in the context of the EEA and the EU GDPR, shall have the meaning given to that term in the EU GDPR; (ii) in the context of the UK and the UK GDPR, means the UK Information Commissioner's Office; and (iii) in the context of Switzerland and the FADP, means the FDPIC.

(x) "**UK Transfer Addendum**" means the 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 it is revised under Section 18 of the UK Mandatory Clauses included in Part 2 thereof (the "**UK Mandatory Clauses**").

2. SCOPE OF THIS DATA PROCESSING ADDENDUM

2.1. The front end of this DPA applies generally to TestingBot's Processing of Customer Personal Data under the Agreement.

2.2. Annex 1 (European Annex) to this DPA applies only if and to the extent TestingBot's Processing of Customer Personal Data under the Agreement is subject to the GDPR.

2.3. Annex 2 (California Annex) to this DPA applies only if and to the extent TestingBot's Processing of Customer Personal Data under the Agreement is subject to the CCPA.

3. PROCESSING OF CUSTOMER PERSONAL DATA

3.1. TestingBot shall not Process Customer Personal Data other than on Customer's instructions or as required by applicable laws.

3.2. Customer instructs TestingBot to Process Customer Personal Data as necessary to provide the Services to Customer under and in accordance with the Agreement.

4. TestingBot PERSONNEL

TestingBot shall take commercially reasonable steps to ascertain the reliability of any TestingBot Personnel who Process Customer Personal Data, and shall enter into written confidentiality agreements with all TestingBot Personnel who Process Customer Personal Data that are not subject to professional or statutory obligations of confidentiality.

5. SECURITY

5.1. TestingBot shall implement and maintain technical and organisational measures in relation to Customer Personal Data designed to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.

6.   **DATA SUBJECT RIGHTS**

6.1.   TestingBot, taking into account the nature of the Processing of Customer Personal Data, shall provide Customer with such assistance as may be reasonably necessary and technically feasible to assist Customer in fulfilling its obligations to respond to Data Subject Requests. If TestingBot receives a Data Subject Request, Customer will be responsible for responding to any such request.

6.2.   TestingBot shall:

(a)   promptly notify Customer if it receives a Data Subject Request; and

(b)   not respond to any Data Subject Request, other than to advise the Data Subject to submit the request to Customer, except on the written instructions of Customer or as required by Applicable Data Protection Laws.

6.3.   Except to the extent prohibited by applicable law, Customer shall be fully responsible for all time spent by TestingBot (at TestingBot's then-current professional services rates) in TestingBot's cooperation and assistance provided to Customer under this Section 6, and shall on demand reimburse TestingBot any such costs incurred by TestingBot.

7.   **PERSONAL DATA BREACH**

Breach notification and assistance

7.1.   TestingBot shall notify Customer without undue delay upon TestingBot discovering a Personal Data Breach affecting Customer Personal Data. TestingBot shall provide Customer with information (insofar as such information is within TestingBot's possession and knowledge and does not otherwise compromise the security of any Personal Data Processed by TestingBot) to allow Customer to meet its obligations under the Applicable Data Protection Laws to report the Personal Data Breach. TestingBot's notification of or response to a Personal Data Breach shall not be construed as TestingBot's acknowledgement of any fault or liability with respect to the Personal Data Breach.

7.2.   TestingBot shall reasonably co-operate with Customer and take such commercially reasonable steps as may be directed by Customer to assist in the investigation of any such Personal Data Breach.

7.3.   Customer is solely responsible for complying with notification laws applicable to Customer and fulfilling any third-party notification obligations related to

any Personal Data Breaches.

7.4. If Customer determines that a Personal Data Breach must be notified to any Supervisory Authority, any Data Subject(s), the public or others under Applicable Data Protection Laws, to the extent such notice directly or indirectly refers to or identifies TestingBot, where permitted by applicable laws, Customer agrees to:

(a) notify TestingBot in advance; and

(b) in good faith, consult with TestingBot and consider any clarifications or corrections TestingBot may reasonably recommend or request to any such notification, which: (i) relate to TestingBot' involvement in or relevance to such Personal Data Breach; and (ii) are consistent with applicable laws.

8. CUSTOMER'S RESPONSIBILITIES

8.1. Customer agrees that, without limiting TestingBot's obligations under Section 5 (Security), Customer is solely responsible for its use of the Services, including (a) making appropriate use of the Services to maintain a level of security appropriate to the risk in respect of the Customer Personal Data; (b) securing the account authentication credentials, systems and devices Customer uses to access the Services; (c) securing Customer's systems and devices that TestingBot uses to provide the Services; and (d) backing up Customer Personal Data.

8.2. Customer shall ensure:

(a) that there is, and will be throughout the term of the Agreement, a valid legal basis for the Processing by TestingBot of Customer Personal Data in accordance with this DPA and the Agreement (including, any and all instructions issued by Customer from time to time in respect of such Processing) for the purposes of all Applicable Data Protection Laws (including Article 6, Article 9(2) and/or Article 10 of the GDPR (where applicable)); and

(b) that all Data Subjects have (i) been presented with all required notices and statements (including as required by Article 12-14 of the GDPR (where applicable)); and (ii) provided all required consents, in each case (i) and (ii) relating to the Processing by TestingBot of Customer Personal Data.

8.3. Customer agrees that the Service, and TestingBot's commitments under this DPA are adequate to meet Customer's needs, including with respect to any security obligations of Customer under Applicable Data Protection Laws, and provide a level of security appropriate to the risk in respect of the Customer Personal Data.

8.4. Customer shall not provide or otherwise make available to TestingBot any Customer Personal Data that contains any (a) Social Security numbers or other government-issued identification numbers; (b) protected health information subject to the Health Insurance Portability and Accountability Act (HIPAA) or other information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a healthcare professional; (c) health insurance information; (d) biometric information; (e) passwords to any online accounts; (f) credentials to any financial accounts; (g) tax return data; (h) any payment card information subject to the Payment Card Industry Data Security Standard; (i) Personal Data of children under 13 years of age; or (j) any other information that falls within any special categories of personal data (as defined in GDPR) and/or data relating to criminal convictions and offenses or related security measures (together, "**Restricted Data**").

9. **LIABILITY**

The total aggregate liability of either Party towards the other Party, howsoever arising, under or in connection with this DPA and the SCCs (if and as they apply) will under no circumstances exceed any limitations or caps on, and shall be subject to any exclusions of, liability and loss agreed by the Parties in the Agreement; **provided that**, nothing in this Section 9 will affect any person's liability to Data Subjects under the third-party beneficiary provisions of the SCCs (if and as they apply).

10. **CHANGE IN LAWS**

TestingBot may on notice vary this DPA to the extent that (acting reasonably) it considers necessary to address the requirements of Applicable Data Protection Laws from time to time, including by varying or replacing the SCCs in the manner described in Paragraph 6.5 of Annex 1 (European Annex).

11. **INCORPORATION AND PRECEDENCE**

11.1. This DPA shall be incorporated into and form part of the Agreement with effect on and from the Addendum Effective Date.

11.2. In the event of any conflict or inconsistency between:

(a)   this DPA and the Agreement, this DPA shall prevail; or

(b)   any SCCs entered into pursuant to Paragraph 6 of Annex 1 (European Annex) and this DPA and/or the Agreement, the SCCs shall prevail in respect of the Restricted Transfer to which they apply.

European Annex

1.   PROCESSING OF CUSTOMER PERSONAL DATA

1.1.   The Parties acknowledge and agree that the details of TestingBot's Processing of Personal Data under this DPA and the Agreement (including the respective roles of the Parties relating to such Processing) are as set out in Attachment 1 to Annex 1 (European Annex) to the DPA.

1.2.   Where TestingBot receives an instruction from Customer that, in its reasonable opinion, infringes the GDPR, TestingBot shall inform Customer.

1.3.   Customer acknowledges and agrees that any instructions issued by Customer with regards to the Processing of Customer Personal Data by or on behalf of TestingBot pursuant to or in connection with the Agreement shall be in strict compliance with the GDPR and all other applicable laws.

2.   SUB-PROCESSING

2.1.   Customer generally authorizes TestingBot to appoint Sub-Processors in accordance with this Paragraph 2. Information about the Sub-Processors engaged by TestingBot from time to time, including their functions and locations, is available at the **TestingBot Trust Center Site** (the "**Sub-Processor Site**").

2.2.   TestingBot shall give Customer prior notice of the appointment of any proposed Sub-Processor by updating the Sub-Processor Site and providing a means by which Customers may subscribe to receive notice of such updates. If, within fourteen (14) days of any such updates to the Sub-Processor Site, Customer notifies TestingBot in writing of any objections (on reasonable grounds) to a proposed appointment of a Sub-Processor:

(a)   TestingBot shall use reasonable efforts to make available a commercially reasonable change in the provision of the Services, which avoids the use of that proposed Sub-Processor; and

(b)   where such a change cannot be made within fourteen (14) days from TestingBot' receipt of Customer's notice, then either Party may by written notice to the other Party with immediate effect terminate the Agreement, either in whole or to the extent that it relates to the Services which require the use of the proposed Sub-Processor, as its sole and exclusive remedy.

2.3.   If Customer does not object to TestingBot' appointment of a Sub-Processor during the objection period referred to in Paragraph 2.2, Customer shall be deemed to have approved the engagement and ongoing use of that Sub-Processor.

2.4.   With respect to each Sub-Processor, TestingBot shall maintain a written contract between TestingBot and the Sub-Processor that includes terms which offer at least an equivalent level of protection for Customer Personal Data as those set out in this DPA. TestingBot shall remain liable for any breach of this DPA caused by a Sub-Processor.

2.5.   <u>Operational clarifications</u>:

(a)   The terms and conditions of this Paragraph 2 apply in relation to TestingBot's appointment and use of Sub-Processors under the SCCs.

(b)   Any approval by Customer of TestingBot's appointment of a Sub-Processor that is given expressly or deemed given pursuant to this Paragraph 2 constitutes Customer's documented instructions to effect disclosures and onward transfers to any relevant Sub-Processors if and as required under Clause 8.8 of the SCCs.

(c)   Customer acknowledges and agrees that any approval by Customer of TestingBot' appointment of a Sub-Processor that is given expressly or deemed given pursuant to this Paragraph 2 constitutes Customer's documented instructions to effect disclosures and onward transfers to such Sub-Processor, which shall, to the extent that any such transfer

constitutes a Restricted Transfer, be effected by TestingBot in accordance with applicable requirements of Chapter V GDPR.

3. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

3.1. TestingBot, taking into account the nature of the Processing and the information available to TestingBot, shall provide reasonable assistance to Customer, at Customer's cost, with any data protection impact assessments and prior consultations with Supervisory Authorities which Customer reasonably considers to be required of it by Article 35 or Article 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by TestingBot.

3.2. Except to the extent prohibited by applicable law, Customer shall be fully responsible for all time spent by TestingBot (at TestingBot' then-current professional services rates) in TestingBot' provision of any cooperation and assistance provided to Customer under Paragraph 3.1, and shall on demand reimburse TestingBot any such costs incurred by TestingBot.

4. RETURN AND DELETION

4.1. Subject to Paragraph 4.2 and 4.3, upon the date of cessation of any Services involving the Processing of Customer Personal Data (the "**Cessation Date**"), TestingBot shall promptly cease all Processing of Customer Personal Data for any purpose other than for storage or as otherwise permitted or required under this DPA.

4.2. Subject to Paragraph 4.4, to the extent technically possible in the circumstances (as determined in TestingBot's sole discretion), on written request to TestingBot (to be made no later than fifteen (15) days after the Cessation Date ("**Post-cessation Storage Period**")), TestingBot shall within fifteen (15) days of such request:

(a) make available for download a complete copy of all Customer Personal Data within TestingBot's possession to Customer, promptly

following which TestingBot shall delete or irreversibly anonymize all other copies of such Customer Personal Data; or

(b) either (at its option) delete or irreversibly anonymize all Customer Personal Data within TestingBot's possession.

4.3. In the event that during the Post-cessation Storage Period, Customer does not instruct TestingBot in writing to either delete or make available for download Customer Personal Data pursuant to Paragraph 4.2, TestingBot shall promptly after the expiry of the Post-cessation Storage Period either (at its option) delete; or irreversibly render anonymous, all Customer Personal Data then within TestingBot possession to the fullest extent technically possible in the circumstances.

4.4. TestingBot may retain Customer Personal Data where permitted or required by applicable law, for such period as may be required by such applicable law, provided that TestingBot shall:

(a) maintain the confidentiality of all such Customer Personal Data; and

(b) Process the Customer Personal Data only as necessary for the purpose(s) specified in the applicable law permitting or requiring such retention.

4.5. Operational clarification: Certification of deletion of Customer Personal Data as described in Clauses 8.5 and 16(d) of the SCCs, shall be provided only upon Customer's written request.

5. AUDIT RIGHTS

5.1. TestingBot shall make available to Customer on request, such information as TestingBot (acting reasonably) considers appropriate in the circumstances to demonstrate its compliance with this DPA.

5.2. Subject to Paragraphs 5.3 to 5.8, in the event that Customer (acting reasonably) is able to provide documentary evidence that the information made available by TestingBot pursuant to Paragraph 5.1 is not sufficient in the circumstances to demonstrate TestingBot' compliance with this DPA, TestingBot shall allow for and contribute to audits, including inspections, by

Customer or an auditor mandated by Customer in relation to the Processing of Customer Personal Data by TestingBot.

5.3. Customer shall give TestingBot reasonable notice of any audit or inspection to be conducted under Paragraph 5.2 (which shall in no event be less than fourteen (14) days' notice) and shall use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing any destruction, damage, injury or disruption to TestingBot' premises, equipment, Personnel, data, and business (including any interference with the confidentiality or security of the data of TestingBot' other customers or the availability of TestingBot' services to such other customers).

5.4. Prior to conducting any audit, Customer must submit a detailed proposed audit plan providing for the confidential treatment of all information exchanged in connection with the audit and any reports regarding the results or findings thereof. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. TestingBot will review the proposed audit plan and provide Customer with any concerns or questions (for example, any request for information that could compromise TestingBot security, privacy, employment or other relevant policies). TestingBot will work cooperatively with Customer to agree on a final audit plan.

5.5. If the controls or measures to be assessed in the requested audit are addressed in a SOC 2 Type 2, ISO, or similar audit report performed by a qualified third-party auditor within twelve (12) months of Customer's audit request ("**Audit Report**") and TestingBot has confirmed in writing that there are no known material changes in the controls audited and covered by such Audit Report(s), Customer agrees to accept provision of such Audit Report(s) in lieu of requesting an audit of such controls or measures.

5.6. TestingBot need not give access to its premises for the purposes of such an audit or inspection:

(a) where an Audit Report is accepted in lieu of such controls or measures in accordance with Paragraph 5.5;

(b)   to any individual unless they produce reasonable evidence of their identity;

(c)   to any auditor whom TestingBot has not approved in advance (acting reasonably);

(d)   to any individual who has not entered into a non-disclosure agreement with TestingBot on terms acceptable to TestingBot;

(e)   outside normal business hours at those premises

(f)   on more than one occasion in any calendar year during the term of the Agreement, except for any audits or inspections which Customer is required to carry out under the GDPR or by a Supervisory Authority.

5.7.   Nothing in this DPA shall require TestingBot to furnish more information about its Sub-Processors in connection with such audits than such Sub-Processors make generally available to their customers.

5.8.   Except to the extent prohibited by applicable law, Customer shall be fully responsible for all time spent by TestingBot (at TestingBot' then-current professional services rates) in TestingBot' provision of any cooperation and assistance provided to Customer under this Paragraph 5 (excluding any costs incurred in the procurement, preparation or delivery of Audit Reports to Customer pursuant to Paragraph 5.5), and shall on demand reimburse TestingBot any such costs incurred by TestingBot.

5.9.   Operational clarification: The audits described in Clauses 8.9(c) and 8.9(d) of the SCCs shall be subject to any relevant terms and conditions detailed in this Paragraph 5.

6.   RESTRICTED TRANSFERS

EU Restricted Transfers

6.1.   To the extent that any Processing of Customer Personal Data under this DPA involves an EU Restricted Transfer from Customer to TestingBot, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be:

(a)   populated in accordance with Part 1 of Attachment 2 to Annex 1 (European Annex); and

(b)   entered into by the Parties and incorporated by reference into this DPA.

UK Restricted Transfers

6.2.   To the extent that any Processing of Customer Personal Data under this DPA involves a UK Restricted Transfer from Customer to TestingBot, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be:

(a)   varied to address the requirements of the UK GDPR in accordance with UK Transfer Addendum and populated in accordance with Part 2 of Attachment 2 to Annex 1 (European Annex); and

(b)   entered into by the Parties and incorporated by reference into this DPA.

Swiss Restricted Transfers

6.3.   To the extent that any Processing of Customer Personal Data under this DPA involves a Swiss Restricted Transfer from Customer to TestingBot, the Parties shall comply with their respective obligations set out in the SCCs, which are hereby deemed to be:

(a)   varied to address the requirements of the FADP and populated in accordance with Part 3 of Attachment 2 to Annex 1 (European Annex); and

(b) entered into by the Parties and incorporated by reference into this DPA.

6.4. Nothing in any applicable SCCs (as deemed amended pursuant to Section 6.3) should be interpreted or construed in such a way as would limit or exclude the rights of Data Subjects under Clause 18(c) of those SCCs (as deemed amended pursuant to Section 6.3) to bring legal proceedings before the courts in Switzerland where Switzerland is that Data Subject's habitual place of residence.

Adoption of new transfer mechanism

6.5.   TestingBot may on notice vary this DPA and replace the relevant SCCs with:

(a)   any new form of the relevant SCCs or any replacement therefor prepared and populated accordingly (e.g., standard data protection clauses adopted by the European Commission for use specifically in respect of transfers to data importers subject to Article 3(2) of the EU GDPR); or

(b)   another transfer mechanism, other than the SCCs,

that enables the lawful transfer of Customer Personal Data to TestingBot under this DPA in compliance with Chapter V of the GDPR.

Provision of full-form SCCs

6.6.   In respect of any given Restricted Transfer, if requested of Customer by a Supervisory Authority, Data Subject or further Controller (where applicable) – on specific written request (made to the contact details set out in Attachment 1 to this Annex 1 (European Annex); accompanied by suitable supporting evidence of the relevant request), TestingBot shall provide Customer with an executed version of the relevant set(s) of SCCs responsive to the request made of Customer (amended and populated in accordance with Attachment 2 to Annex 1 (European Annex) in respect of the relevant Restricted Transfer) for countersignature by Customer, onward provision to the relevant requestor and/or storage to evidence Customer's compliance with Applicable Data Protection Laws.

Further Operational Clarifications

6.7. When complying with its transparency obligations under Clause 8.3 of the SCCs, Customer agrees that it shall not provide or otherwise make available, and shall take all appropriate steps to protect, TestingBot' and its licensors' trade secrets, business secrets, confidential information and/or other commercially sensitive information.

6.8. Where applicable, for the purposes of Clause 10(a) of Module Three of the SCCs, Customer acknowledges and agrees that there are no circumstances in which it would be appropriate for TestingBot to notify any third-party controller of any Data Subject Request and that any such notification shall be the sole responsibility of Customer.

6.9. For the purposes of Clause 15.1(a) of the SCCs, except to the extent prohibited by applicable law and/or the relevant public authority, as between the Parties, Customer agrees that it shall be solely responsible for making any notifications to relevant Data Subject(s) if and as required.

Attachment 1   TO ANNEX 1 (EUROPEAN ANNEX)

Data Processing Details

> **Note:**
>
> This Attachment 1 to Annex 1 (European Annex) to the DPA includes certain details of the Processing of Personal Data as required:
>
> - by Article 28(3) GDPR; and
>
> - to populate the Appendix to the SCCs in the manner described in Attachment 2 to Annex 1 (European Annex) to the DPA (if and to the extent applicable).

TestingBot / 'DATA IMPORTER' DETAILS

Name:	TestingBot - represented as Norento BV
Address:	As set out in the Order Form
Contact Details for Data Protection:	Role: Privacy Officer Email: privacy@testingbot.com
TestingBot Activities:	TestingBot provides a platform, including infrastructure and applications, used for testing by developers of web and mobile software applications.
Role:	• Controller – in respect of any Personal Data comprised in Account Information and/or Usage Data
	• Processor – in respect of Customer Personal Data

CUSTOMER / 'DATA EXPORTER' DETAILS

Name:	The entity or other person who is a counterparty to the Agreement.
Address:	Customer's address is: • the address shown in the Order Form; or • if no such Order Form has been agreed, the Customer's principal business trading address – unless otherwise notified to privacy@testingbot.com
Contact Details for Data Protection:	Customer's contact details are: • the contact details shown in the Order Form; or • if no such Order Form has been agreed, Customer's contact details submitted by Customer and associated with Customer's account for the Services – unless otherwise notified to privacy@testingbot.com
Customer Activities:	Customer's activities relevant to this DPA are the use and receipt of the Services under and in accordance with, and for the purposes anticipated and permitted in, the Agreement as part of its ongoing business operations.
Role:	• Controller – in respect of any Processing of Customer Personal Data, and any Personal Data comprised in Account Information or Usage Data, in respect of which Customer is a Controller in its own right; and

	• Processor – in respect of any Processing of Customer Personal Data in respect of which Customer is itself acting as a Processor on behalf of any other person (including its affiliates if and where applicable).

DETAILS OF PROCESSING

Categories of Data Subjects:	Relevant Data Subjects include: • Customer's Staff (as defined below). • Users of the Customer's applications. Where any of the above is a business or organisation, it includes their staff, namely, employees and non-employee workers; students, interns, apprentices and volunteers; directors and officers; advisers, consultants, independent contractors, agents and autonomous, temporary or casual workers, together with applicants and candidates for any one or more of the foregoing roles or positions (collectively, "**Staff**"). Each category includes current, past and prospective Data Subjects.
Categories of Personal Data:	<u>Customer Personal Data</u>: Customer Personal Data includes: • Username • Full name • IP address • Email address • Computer diagnostic information • Operating system identifiers

	● Any other Personal Data contained in the websites or native mobile applications being tested, test commands and input data, output data, test logs, screen shots, videos, reports and analytics provided or otherwise made available by Customer to TestingBot in the course of the provision of the Services. <u>Account Information or Usage Data:</u> Any Personal Data comprised in Account Information or Usage Data – in each case, as more fully described in the TestingBot Privacy Policy from time-to-time, including: ● Account Information – Customer's Staff members' usernames, email addresses, and other contact information. ● Usage Data – Personal Data (if any) comprised in or Processed to create any relevant technical and analytical information pertaining to Customer's and its Staff members' use of the Services or information pertaining to the performance of the Services in Customer's environment.
Sensitive Categories of Data, and associated additional restrictions/ safegua rds:	<u>Categories of sensitive data:</u> None – as noted in Section 8.4 of the DPA, Customer agrees that Restricted Data, which includes 'sensitive data' (as defined in Clause 8.7 of the SCCs), must **not** be submitted to the Services. <u>Additional safeguards for sensitive</u> <u>data</u>: N/A
Frequency of transfer:	Ongoing – as initiated by Customer in and through its use, or use on its behalf, of the Services.

	<u>Customer Personal Data:</u>

Nature of the Processing:	Processing operations required in respect of Customer Personal Data, in order to provide the Services in accordance with the Agreement. Account Information and Usage Data: Processing as described in or contemplated by the TestingBot Privacy Policy from time-to-time of any Personal Data comprised in Account Information and/or Usage Data – including Processing carried out by TestingBot for its own business relationship administration and marketing, analytics, information or systems security, product improvement and development and/or legal, regulatory or compliance purposes
Purpose of the Processing:	Customer Personal Data: Customer Personal Data will be Processed: (i) as necessary to provide the Services as initiated by Customer in its use thereof, and (ii) to comply with any other reasonable instructions provided by Customer in accordance with the terms of this DPA. Account Information and Usage Data: Those purposes described in or contemplated by the TestingBot Privacy Policy from time-to-time – including TestingBot's business relationship administration and marketing, analytics, information or systems security, product improvement and development and/or legal, regulatory or compliance purposes.
Duration of Processing / Retention Period:	For the period determined in accordance with the Agreement and DPA, including Paragraph 4 of Annex 1 (European Annex) to the DPA.

Transfers to (sub-)processors:	Transfers to Sub-Processors are as, and for the purposes, described from time to time in the Sub-Processor Page (as may be updated from time to time in accordance with Paragraph 2 of Annex 1 (European Annex) to the DPA).

Attachment 2   TO ANNEX 1 (EUROPEAN ANNEX)

POPULATION OF SCCs

> **Notes:**
>
> - In the context of any EU Restricted Transfer, the SCCs populated in accordance with Part 1 of this Attachment 2 are incorporated by reference into and form an effective part of the DPA (if and where applicable in accordance with Paragraph 6.1 of Annex 1 (European Annex) to the DPA).
>
> - In the context of any UK Restricted Transfer, the SCCs as varied by the UK Transfer Addendum and populated in accordance with Part 2 of this Attachment 2 are incorporated by reference into and form an effective part of the DPA (if and where applicable in accordance with Paragraph 6.2 of Annex 1 (European Annex) to the DPA).

PART 1: POPULATION OF THE SCCs

1. **SIGNATURE OF THE SCCs:**

   Where the SCCs apply in accordance with Paragraph 6.1 of Annex 1 (European Annex) to the DPA each of the Parties is hereby deemed to have signed the SCCs at the relevant signature block in Annex I to the Appendix to the SCCs.

2. **MODULES**

   The following modules of the SCCs apply in the manner set out below (having regard to the role(s) of Customer set out in Attachment 1 to Annex 1 (European Annex) to the DPA):

   (a)   Module One of the SCCs applies to any EU Restricted Transfer involving Processing of any Personal Data comprised in Account Information and/or Usage Data in respect of which both Parties are Controllers in their own right;

(b)   Module Two of the SCCs applies to any EU Restricted Transfer involving Processing of Customer Personal Data in respect of which Customer is a Controller in its own right; and/or

(c)   Module Three of the SCCs applies to any EU Restricted Transfer involving Processing of Customer Personal Data in respect of which Customer is itself acting as a Processor on behalf of any other person.

3.   POPULATION OF THE BODY OF THE SCCs

3.1.   For each Module of the SCCs, the following applies as and where applicable to that Module and the Clauses thereof:

(a)   The optional 'Docking Clause' in Clause 7 is not used and the body of that Clause 7 is left intentionally blank.

(b)   In Clause 9:

(i)   OPTION 2: GENERAL WRITTEN AUTHORISATION applies, and the minimum time period for advance notice of the addition or replacement of Sub-Processors shall be the advance notice period set out in Paragraph 2.2 of Annex 1 (European Annex) to the DPA; and

(ii)   OPTION 1: SPECIFIC PRIOR AUTHORISATION is not used and that optional language is deleted; as is, therefore, Annex III to the Appendix to the SCCs.

(c)   In Clause 11, the optional language is not used and is deleted.

(d)   In Clause 13, all square brackets are removed and all text therein is retained.

(e)   In Clause 17: OPTION 1 applies, and the Parties agree that the SCCs shall be governed by the law of Belgium in relation to any EU Restricted Transfer; and OPTION 2 is not used and that optional language is deleted.

(f)   For the purposes of Clause 18, the Parties agree that any dispute arising from the SCCs in relation to any EU Restricted Transfer shall be resolved by the courts of Belgium, and Clause 18(b) is populated accordingly.

3.2.   In this Paragraph 3, references to "**Clauses**" are references to the Clauses of the SCCs.

4.   POPULATION OF ANNEXES TO THE APPENDIX TO THE SCCs

4.1.   Annex I to the Appendix to the SCCs is populated with the corresponding information detailed in Attachment 1 to Annex 1 (European Annex) to the DPA, with: Customer being 'data exporter'; and TestingBot being 'data importer'.

4.2.   Part C of Annex I to the Appendix to the SCCs is populated as below:

The competent supervisory authority shall be determined as follows:

- Where Customer is established in an EU Member State: the competent supervisory authority shall be the supervisory authority of that EU Member State in which Customer is established.

- Where Customer is not established in an EU Member State, Article 3(2) of the GDPR applies and Customer has appointed an EU representative under Article 27 of the GDPR: the competent supervisory authority shall be the supervisory authority of the EU Member State in which Customer's EU representative relevant to the processing hereunder is based (from time-to-time).

- Where Customer is not established in an EU Member State, Article 3(2) of the GDPR applies, but Customer has not appointed an EU representative under Article 27 of the GDPR: the competent supervisory authority shall be the supervisory authority of the EU Member State notified in writing to TestingBot's contact point for data protection identified in Attachment 1 to Annex 1 (European Annex) to the DPA, which must be an EU Member State in which the data subjects whose personal data is transferred under these

Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located.

4.3.   Annex II to the Appendix to the SCCs is populated as below:

General:

- o   Please refer to Section 5 of the DPA.

- o   In the event that Customer receives a Data Subject Request under the EU GDPR and requires assistance from TestingBot, Customer should email TestingBot's contact point for data protection identified in Attachment 1 to Annex 1 (European Annex) to the DPA.

Sub-Processors: When TestingBot engages a Sub-Processor under these Clauses, TestingBot shall enter into a binding contractual arrangement with such Sub-Processor that imposes upon them data protection obligations which, in substance, meet or exceed the relevant standards required under these Clauses and the DPA – including in respect of:

- o   applicable information security measures;

- o   notification of Personal Data Breaches to TestingBot;

- o   return or deletion of Customer Personal Data as and where required; and

- o   engagement of further Sub-Processors.

PART 2: UK RESTRICTED TRANSFERS

1.   UK TRANSFER ADDENDUM

1.1.   Where relevant in accordance with Paragraph 6.2 of Annex 1 (European Annex) to the DPA, the SCCs also apply in the context of UK Restricted

Transfers as varied by the UK Transfer Addendum in the manner described below –

(a) _Part 1 to the UK Transfer Addendum_. The Parties agree:

   (i) Tables 1, 2 and 3 to the UK Transfer Addendum are deemed populated with the corresponding details set out in Attachment 1 to Annex 1 (European Annex) to the DPA and the foregoing provisions of this Attachment 2 (subject to the variations effected by the UK Mandatory Clauses described in (b) below); and

   (ii) Table 4 to the UK Transfer Addendum is completed by the box labelled 'Data Importer' being deemed to have been ticked.

(b) _Part 2 to the UK Transfer Addendum_. The Parties agree to be bound by the UK Mandatory Clauses of the UK Transfer Addendum.

1.2. As permitted by Section 17 of the UK Mandatory Clauses, the Parties agree to the presentation of the information required by 'Part 1: Tables' of the UK Transfer Addendum in the manner set out in Paragraph 1.1 of this Part 2; **provided that** the Parties further agree that nothing in the manner of that presentation shall operate or be construed so as to reduce the Appropriate Safeguards (as defined in Section 3 of the UK Mandatory Clauses).

1.3. In relation to any UK Restricted Transfer to which they apply, where the context permits and requires, any reference in the DPA to the SCCs, shall be read as a reference to those SCCs as varied in the manner set out in Paragraph 1.1 of this Part 2.

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PART 3: SWISS RESTRICTED TRANSFERS

</div>

1. VARIATIONS FOR SWISS RESTRICTED TRANSFERS

1.1. Where applicable in accordance with Section 6.3 of Annex 1 (European Annex) to the DPA, the SCCs also apply in the context of Swiss Restricted Transfers with the following terms deemed to have the following substituted meanings:

(a) "**GDPR**" means the FADP;

(b) "**European Union**", "**Union**" and "**Member State(s)**" each mean Switzerland; and

(c) "**supervisory authority**" means the FDPIC.

1.2. In relation to any Swiss Restricted Transfer to which they apply, where the context permits and requires, any reference in the DPA to the SCCs, shall be read as a reference to those SCCs as varied in the manner set out in Section 1.1 of this Part 3.

Annex 2

California Annex

1. For purposes of this Annex, the terms "**Consumer**," "**Commercial Purpose**," "**Sell**," "**Share**," "**Business Purpose**," and "**Service Provider**" shall have the respective meanings given thereto in the CCPA, and "**Personal Information**" shall mean Customer Personal Data that constitutes personal information governed by the CCPA.

2. It is the Parties' intent that with respect to any Personal Information, TestingBot is a Service Provider with respect to its Processing of such Personal Information. TestingBot (a) acknowledges that Personal Information is disclosed by Customer only for limited and specified purposes described in the Agreement; (b) shall comply with applicable obligations under the CCPA and shall provide the same level of privacy protection to Personal Information as is required by the CCPA; (c) shall notify Customer in writing, no later than five (5) business days, of any determination made by TestingBot that it can no longer meet its obligations under the CCPA; and (d) agrees that Customer has the right, upon notice, including pursuant to the preceding clause, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information.

3. TestingBot agrees that Customer may conduct audits, in accordance with Paragraph 5 of Annex 1 of the DPA, to help ensure that TestingBot' use of Personal Information is consistent with TestingBot' obligations under the CCPA.

4. TestingBot shall not (a) Sell or Share any Personal Information; (b) retain, use or disclose any Personal Information for any Commercial Purpose other than for the Business Purpose of providing the Services specified in the Agreement, or as otherwise permitted by the CCPA, (c) retain, use or disclose the Personal Information outside of the direct business relationship between TestingBot and Customer, or (d) combine Personal Information received pursuant to the Agreement with Personal Information (i) received from or on behalf of another person, or (ii) collected from TestingBot' own interaction with any Consumer to whom such Personal Information pertains. TestingBot

hereby certifies that it understands its obligations under this Section 4 and will comply with them.

5. TestingBot' notice to Customer of Sub-Processor engagements in accordance with Paragraph 2 of Annex 1 shall satisfy TestingBot's obligation under the CCPA to give notice of such engagements.

6. The Parties acknowledge that TestingBot's retention, use and disclosure of Personal Information authorized by Customer's instructions documented in the Agreement are integral to TestingBot' provision of the Services and the business relationship between the Parties.

7. If TestingBot receives a request directly from an individual, TestingBot will notify Customer and advise the individual to submit its request to Customer. Customer will be solely responsible for responding to the request, unless otherwise required by the CCPA. TestingBot will provide Customer with any assistance reasonably necessary for Customer to perform its obligations under the CCPA to fulfill or respond to requests from individuals to exercise their rights under the CCPA.

8. TestingBot agrees to cooperate in good faith with Customer concerning any amendments as may be necessary to address compliance with the CCPA.