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DATA PROTECTION ADDENDUM

This Data Protection Addendum ("**Addendum**"), dated <the date> You accept this Addendum, and effective as of the Addendum Effect Date (as defined below), forms part of the Terms of Service ("**Terms**") between (i) **Smart Software Testing Solutions** ("**SSTS**") **d/b/a Opkey** and (ii) You ("**Client**"), each being a "**Party**" and together the "**Parties**".

The Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Terms and references in this Addendum to the Terms as amended by, and including this Addendum.

1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

- (a)**"Addendum Effective Date"** has the meaning given to it in section 2;

- (b)**"Affiliate"** means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with either Client or Opkey (as the context allows), where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise;

- (c)**"Client Personal Data"** means any Personal Data Processed by Opkey (i) on behalf of Client (including for the sake of clarity, any Client Affiliate), or (ii) otherwise Processed by Opkey, in each case pursuant to or in connection with instructions given by Client in writing, consistent with the Terms;

- (d)**"Controller to Processor SCCs"** means the Standard Contractual Clauses (processors) for the purposes of Article 26(2) of Directive 95/46/EC set out in Decision 2010/87/EC as the same are revised or updated from time to time by the European Commission;

- (e)**"Data Protection Laws"** means (i) Directive 95/46/EC and, from May 25, 2018, Regulation (EU) 2016/679 **("GDPR")** together with applicable legislation implementing or supplementing the same or otherwise relating to the processing of Personal Data of natural persons, and (ii) to the extent not included in sub-clause (i), the Data Protection Act 1998 of the United Kingdom, as amended from time to time, and including any substantially similar legislation that replaces the DPA 1998;

- (f)**"Privacy Shield"** means the EU-US Privacy Shield Framework; and

- (g)**"Services"** means the services to be supplied by Opkey to Client or Client Affiliates pursuant to the Terms.

1.2

The terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Process**", "**Processor**" and "**Supervisory Authority**" have the same meanings as described in applicable Data Protection Laws and cognate terms shall be construed accordingly.

1.3 Capitalized terms not otherwise defined in this Addendum shall have the meanings ascribed to them in the Terms.

2. Formation of this Addendum

This Addendum is deemed agreed by the Parties, and comes into effect, on the "**Addendum Effective Date**", being the later of (i) the date that this Addendum is accepted by Client; and (ii) <the date>.

3. Roles of the Parties

The Parties acknowledge and agree that with regard to the Processing of Client Personal Data, and as more fully described in **Annex 1** hereto, Client acts as a Controller or Processor, and Opkey acts as a Processor or Other Processor (as defined in section 5.2.4 below).

The Parties expressly agree that Client shall be solely responsible for ensuring timely communications to Client's Affiliates or the relevant Controller(s) who receive the Services, insofar as such communications may be required or useful in light of applicable Data Protection Laws to enable Client's Affiliates or the relevant Controller(s) to comply with such Laws.

4. Description of Personal Data Processing

In **Annex 1** to this Addendum, the Parties have mutually set out their understanding of the details of the Processing of the Client Personal Data to be Processed by Opkey pursuant to this Addendum, as required by Article 28(3) of the GDPR. Either Party may make reasonable amendments to **Annex 1** by written notice to the other Party and as reasonably necessary to meet those requirements. **Annex 1** does not create any obligation or rights for any Party.

5. Data Processing Terms

5.1

Client shall comply with all applicable Data Protection Laws in connection with the performance of this Addendum. As between the Parties, Client shall be solely responsible for compliance with applicable Data Protection Laws regarding the collection of and transfer to Opkey of Client Personal Data. Client agrees not to provide Opkey with any data concerning a natural person's health, religion or any special categories of data as defined in Article 9 of the GDPR.

5.2

Opkey shall comply with all applicable Data Protection Laws in the Processing of Client Personal Data and Opkey shall:

5.2.1

process the Client Personal Data relating to the categories of Data Subjects for the purposes of the Terms and for the specific purposes in each case as set out in **Annex 1** to this Addendum and otherwise solely on the documented instructions of Client, for the purposes of providing the Services and as otherwise necessary to perform its obligations under the Terms including with regard to transfers of Client Personal Data to a third country outside the European Union or an international organization (unless required by Union or Member State law to which Opkey is subject, in which

case Opkey shall inform Client of that legal requirement before such Processing, unless that law prohibits such information on important grounds of public interest); Opkey shall immediately inform Client if, in Opkey's opinion, an instruction infringes applicable Data Protection Laws;

5.2.2

ensure that persons authorized to process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

5.2.3

implement and maintain the technical and organizational measures set out in the Terms and, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement any further appropriate technical and organizational measures necessary to ensure a level of security appropriate to the risk of the Processing of Client Personal Data in accordance with Article 32 of the GDPR, and specifically:

(a) pseudonymization and encryption of Client Personal Data;

(b) ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services that process Client Personal Data;

(c) restoring availability and access to Client Personal Data in a timely manner in the event of a physical or technical incident; and

(d) regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of the Client Personal Data.

Any amendment to such agreed measures that is necessitated by Client shall be dealt with via an agreed change control process between Opkey and Client;

5.2.4

Client (on behalf of the relevant Controller(s), as applicable), hereby expressly and specifically authorizes Opkey to engage another Processor to Process the Client Personal Data ("**Other Processor**"), and specifically the Other Processors listed in **Annex 2** hereto, subject to Opkey 's:

(a)

notifying Client of any intended changes to its use of Other Processors listed in **Annex 2** by emailing notice of the intended change to Client;

(b)including data protection obligations in its contract with each Other Processor that are materially the same as those set out in this Addendum; and

(c)remaining liable to the Client for any failure by each Other Processor to fulfill its obligations in relation to the Processing of the Client Personal Data.

In relation to any notice received under section 5.2.4 a., the Client shall have a period of 30 (thirty) days from the date of the notice to inform Opkey in writing of any reasonable objection to the use of that Other Processor. The parties will then, for a period of no more than 30 (thirty) days from the date of the Client's objection, work together in good faith to attempt to find a commercially reasonable solution for the Client which avoids the use of the objected-to Other Processor. Where no such solution can be found, either Party may (notwithstanding anything to the contrary in the

Terms) terminate the relevant Services immediately on written notice to the other Party, without damages, penalty or indemnification whatsoever;

5.2.5

to the extent legally permissible, promptly notify Client of any communication from a Data Subject regarding the Processing of Client Personal Data, or any other communication (including from a Supervisory Authority) relating to any obligation under the applicable Data Protection Laws in respect of the Client Personal Data and, taking into account the nature of the Processing, assist Client (or the relevant Controller) by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Client's, Client's Affiliates' or the relevant Controller(s)' obligation to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR; Client agrees to pay Opkey for time and for out of pocket expenses incurred by Opkey in connection with the performance of its obligations under this Section 5.2.5;

5.2.6

upon Opkey's becoming aware of a Personal Data Breach involving Client Personal Data, notify Client without undue delay, of any Personal Data Breach involving Client Personal Data, such notice to include all information reasonably required by Client (or the relevant Controller) to comply with its obligations under the applicable Data Protection Laws;

5.2.7

to the extent required by the applicable Data Protection Laws, provide reasonable assistance to Client, Client's Affiliates' or the relevant Controller(s)' with its obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the Processing and information available to Opkey; Client agrees to pay Opkey for time and for out of pocket expenses incurred by Opkey in connection with any assistance provided in connection with Articles 35 and 36 of the GDPR;

5.2.8

cease Processing the Client Personal Data upon the termination or expiry of the Terms, and at option of Client, Client's Affiliates or the relevant Controller(s) either return or delete (including by ensuring such data is in non-readable format) all copies of the Client Personal Data Processed by Opkey, unless (and solely to the extent and for such period as) Union or Member State law requires storage of the Personal Data. Notwithstanding the foregoing or anything to the contrary contained herein, Opkey may retain Personal Data and shall have no obligation to return Personal Data to the extent required by applicable laws or regulations obligations. Any such Personal Data retained shall remain subject to the obligations of confidentiality set forth in the Terms; and

5.2.9

Make available to Client all information necessary to demonstrate compliance with this Addendum and allow for and contribute to audits, including inspections, by Client, or an auditor mandated by Client. For the purposes of demonstrating compliance with this Addendum under this section 5.2.9, the Parties agree that once per year during the term of the Terms, Opkey will provide to Client, on reasonable notice, responses to cyber security and other assessments. Client agrees to pay Opkey for time and for out of pocket expenses incurred by Opkey in connection with assistance provided in connection with such audits, responses to cyber security and other assessments.

6. Transfers

Opkey has been certified to the Privacy Information Management System (PIMS) for categories of Personal Data including Client Personal Data. Opkey shall notify Client in writing without undue delay if it can no longer comply with its obligations under the PIMS as per ISO 27701, and, in such a case, Opkey will have the option of (i) promptly taking reasonable steps to remediate any non-compliance with applicable obligations under this Addendum, or (ii) engaging in a good faith dialogue with Client to determine a new data transfer mechanism to carry out the purposes of the Terms. Opkey acts as a Processor with respect to Personal Data received pursuant to a data transfer covered by the Privacy Information Management System.

7. Precedence

The provisions of this Addendum are supplemental to the provisions of the Terms. In the event of any inconsistency between the provisions of this Addendum and the provisions of the Terms, the provisions of this Addendum shall prevail.

8. Indemnity

To the extent permissible by law, Client shall indemnify and hold harmless Opkey against all (i) losses, (ii) third party claims, (iii) administrative fines and (iv) costs and expenses (including, without limitation, reasonable legal, investigatory and consultancy fees and expenses) reasonably incurred in relation to (i), (ii) or iii), suffered by Opkey and that arise from any breach by Client of this Addendum or of its obligations under applicable Data Protection Laws.

9. Severability

The Parties agree that, if any section or sub-section of this Addendum is held by any court or competent authority to be unlawful or unenforceable, it shall not invalidate or render unenforceable any other section of this Addendum.

9. Others

The organization ensures that the contract to process PII addresses the organization's role in providing assistance with the customer's obligations.

The Agreement considers following and follows:

a. Privacy by Design and default

b. Achieving Security of Processing

c. Notification of breaches involving PII to a Supervisory authority

d. Notification of breaches involving PII to Customers and PII Principals

e. Conducting Privacy Impact Assessment

f. Assurance of Assistance by the PII Processors if prior consultations with relevant PII Protection authorities are needed.

g. Opkey shall inform the customer if in its opinion a processing instruction infringes applicable legislation or regulation.

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h. The organization does not use PII processed under a contract for the purposes of Marketing and Advertising

i. Coordinate with Clients for helping Audit the systems. The organization provides the customer with the appropriate information so that it can demonstrate compliance with their obligations

j. Opkey shall use AWS as sub processors with Security and Privacy requirements full filled.

k. The organization shall comply with all statutory and regulatory requirements, ISO 27001:2022, ISO 27701:2019 and EU GDPR requirements.

l. The Data shall be deleted or de-identified after the processing is complete (This is after the retention period selected is complete).

m. Opkey shall inform 24 hours in advance to clients in case of any legally binding requests for disclosure of PII.

n. For Access, Correction and/or Erasure of PII of Data subjects can be done by contacting the Data Protection Officer (DPO) below. Also for raising concerns and/or any complaints related with PII that can be done by contacting the Data Protection Officer below:

        Name: Dr. Vinod Kumar Singh
        Email ID: vinod.singh@opkey.com
        Address: A-68, A Block, Sector 2, Noida, Uttar Pradesh 201301

Smart Software Testing Solutions	Customer: Click or tap here to enter text.
	By:
Print Name: Dr. Vinod Kumar Singh	Print Name: Click or tap here to enter text.
Title: Data Protection Officer	Title: Click or tap here to enter text.
Date:	Date: Click or tap here to enter text.

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Annex 1: Description of Processing of Client Personal Data

This Annex includes certain details of the Processing of Client Personal Data as required by Article 28(3) GDPR and, as applicable, Controller to Processor SCC.

Subject matter and duration of the Processing of the Personal Data
The subject matter and duration of the Processing of the Client Personal Data are set out in Section 2 of the Terms.

The nature and purpose of the Processing of the Personal Data
The nature and purpose of the Processing of the Client Personal Data are set out in Section 2 of the Terms.

The categories of Data Subject to whom the Client Personal Data relates
- Client current and prospective customers, vendors and business partners
- Client employees who use the Services

The types of Client Personal Data to be Processed
Name, Address, Date of Birth, Age, Education, Email, Gender, Image, Job, Language, Phone, Related person, Related URL, User ID, Username, IP address

<<Please change as per Customer requirement >>

Special categories of data
None

The obligations and rights of Client
The obligations and rights of Client are set out in the Terms and this Addendum.

Data exporter (as applicable)
The data exporter is: Client of Opkey that uses the Services

Data importer (as applicable)
The data importer is: Opkey, a company that provides services to the client, which requires receiving the Client's query data

Processing operations (as applicable)
The personal data transferred will be subject to the following basic processing activities: The provision of Opkey Services to Client. In order to provide people data, Opkey receives identifying Personal Data to permit Opkey to query, cleanse, standardize, enrich, (when required) send to additional data to feed providers, and to store the query information.

Annex 2: Authorized Other Processors

Name of Other Processor	Description of Processing	Location of Other Processor
Sify co -located	Running Production instances of pCloudy. Running android-based devices.	Bangalore