

Data Processing Addendum

This Data Processing Addendum and its Schedules (the “**DPA**”) is an agreement between SpotQA Limited trading as ‘Virtuoso QA’ (“**Virtuoso**”) and the Customer (“**Customer**”), collectively referred to as the “**parties**” and individually as a “**party**”.

This DPA supplements and is incorporated into the underlying agreement between the parties (the “**Customer Agreement**”) and reflects the parties’ agreement with respect to the processing of Customer Personal Data by Virtuoso as Processor or Sub-processor on Customer’s behalf in connection with the Services.

In case of any conflict or inconsistency with the terms of the Customer Agreement, this DPA will take precedence over other terms in the Customer Agreement to the extent of such conflict or inconsistency.

Terms not otherwise defined in this DPA will have the meaning as set forth in the Customer Agreement.

1. Definitions

1.1. In this DPA, the following terms have the following meanings:

“**Customer Personal Data**” means any Personal Data processed by Virtuoso as Processor or Sub-processor on behalf of Customer in connection with the Services under the Customer Agreement.

“**Controller**”, “**Processor**”, “**Data Subject**”, “**Personal Data**”, “**processing**” and “**process**” shall have the meanings given in Data Protection Legislation.

“**Data Protection Legislation**” means all applicable data protection legislation, including without limitation: (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Customer Personal Data and on the free movement of such data (General Data Protection Regulation) (“**GDPR**”); (ii) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector; (iii) the GDPR as it forms parts of the United Kingdom domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as supplemented by the Data Protection Act 2018 (“**UK GDPR**”); (iv) Swiss Federal Act on Data Protection and its Ordinance (“**FDPA**”); and (v) any other applicable law or regulation which governs the Processing of Personal Data and the free movement of such data, and in each case, as may be amended, superseded, or replaced.

“**EEA**” means the European Economic Area.

“**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data transmitted, stored, or otherwise processed by Virtuoso and/or its Sub-processors in connection with the provision of the Services. “Personal Data Breach” will not include unsuccessful attempts or activities that do not compromise the security of Customer Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

“Privacy Policy” means the Privacy Policy located at <https://www.virtuosoga.com/privacy-policy> as it may be updated by Virtuoso from time to time.

“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 **“EEA 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”**).

“SCCs” means the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021, for transfers of personal data in countries not otherwise recognised as offering an adequate level of protection for personal data by the European Commission (as amended and updated from time to time).

“Sub-processor Page” means the list of sub-processors maintained by Virtuoso at <https://trust.spotqa.com/>

“UK Addendum” means the International Data Transfer Addendum issued by the UK Information Commissioner under section 119A(1) of the Data Protection Act 2018, as may be amended, superseded, or replaced.

2. Scope

- 2.1. This DPA applies only to the extent Virtuoso processes Personal Data as Processor or Sub-processor in connection with the Services under the Customer Agreement. It does not apply to processing carried out by Virtuoso as Controller, or to information that is not Personal Data.
- 2.2. The Parties agree and acknowledge that for the purposes of the Data Protection Legislation:
 - 2.2.1. where Customer is a Controller, Virtuoso is a Processor;
 - 2.2.2. where Customer and is Processing the Personal Data of its own customers (each customer being an “End Customer”), Customer is a Processor and Virtuoso is a Sub-processor.
- 2.3. As between the parties, the Customer Agreement (including this DPA) constitutes the complete instructions of the Customer to Virtuoso in relation to Virtuoso’s processing of the Customer Personal Data, as may be supplemented by additional instructions from the Customer during the Term.
- 2.4. Any other processing by Virtuoso of Customer Personal Data relating to users of the Services to which this DPA does not apply, if any, shall be carried out by Virtuoso as a Controller under Virtuoso’s then-current Privacy Policy, including processing carried out by Virtuoso for its own business relationship administration and marketing, analytics, information or systems security, product improvement and development and/or legal, regulatory or compliance purposes.

3. Customer Obligations

- 3.1. Within the scope of the Customer Agreement and Customer's use of the Services, the parties acknowledge that, for the purposes of Data Protection Legislation, Customer retains control of the Customer Personal Data and will be responsible for complying with all requirements that apply to it under applicable Data Protection Legislation with respect to its processing of Customer Personal Data, including without limitation providing any required notices and obtaining any required consents and for the processing instructions it gives to Virtuoso. In particular but without prejudice to the generality of the foregoing, Customer acknowledges and agrees that it shall have sole responsibility for the accuracy, quality, and legality of Customer Personal Data. Virtuoso shall amend, correct or erase Customer Personal Data at Customer's request (unless retention is required by applicable law).
- 3.2. Customer shall be responsible for ensuring that its instructions to Virtuoso regarding the Processing of Customer Personal Data as contemplated under this DPA comply with applicable Data Protection Legislation.

4. Virtuoso's Obligations

- 4.1. Virtuoso will only process Customer Personal Data to the extent, and in such a manner, as is necessary for the purpose of providing the Services and in accordance with the Customer's lawful documented instructions, except where and to the extent otherwise required by applicable law. Virtuoso will not process Customer Personal Data in any other way or in a way that does not comply with this DPA or applicable Data Protection Legislation.
- 4.2. If Virtuoso becomes aware that it cannot process Customer Personal Data in accordance with Customer's instructions due to a legal requirement under any applicable law, (i) Virtuoso will promptly notify Customer of that legal requirement to the extent permitted by the applicable law; and (ii) Virtuoso may, where necessary, cease all processing (other than merely storing and maintaining the security of the affected Customer Personal Data) and/or suspend access to Customer's account until such time as Customer issues new instructions with which Virtuoso is able to comply. If this provision is invoked, Virtuoso will not be liable to Customer under the Customer Agreement for any failure to perform the applicable Services until such time as Customer issues new lawful instructions with regard to the processing. If the parties do not agree on a resolution to the issue in question, Customer may, as its sole remedy, terminate the Customer Agreement and this DPA with respect to the affected processing. Customer will have no further claims against Virtuoso pursuant to the termination of the Customer Agreement and the DPA as described in this clause.
- 4.3. Virtuoso will implement and maintain appropriate technical and organisational measures to protect Customer Personal Data from Personal Data Breaches, as described under Schedule 2 ("**Security Measures**"). Notwithstanding any provision to the contrary, Virtuoso may modify or update the Security Measures at its discretion provided that such modification or update does not result in a material degradation in the protection offered by the Security Measures.
- 4.4. In addition to the confidentiality provisions of the Customer Agreement, Virtuoso will ensure that its employees, subcontractors or other authorised personnel ("**Authorised Persons**") that process Customer Personal Data are subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Customer Personal Data who is not under such a duty of confidentiality. Virtuoso shall ensure that all Authorised Persons process the Customer Personal Data only as necessary to provide, secure, maintain and support the Services in accordance with the Customer Agreement and this DPA.

- 4.5. Virtuoso acknowledges and confirms that it does not receive or process any Customer Personal Data as consideration for any services or other items that Virtuoso provides to Customer under the Customer Agreement.
- 4.6. Nothing in this DPA permits Virtuoso to sell Customer Personal Data or process Customer Personal Data as Processor other than in accordance with this DPA and the Customer Agreement. For the avoidance of doubt, this clause does not limit Virtuoso's rights under the Customer Agreement to process Usage Data, Derived Assets, anonymised data or other data which Virtuoso processes as Controller or which does not constitute Customer Personal Data, provided that such processing complies with Data Protection Legislation.

5. Sub-processors

- 5.1. Virtuoso may hire Sub-processors to provide certain limited or ancillary services on its behalf. Customer gives Virtuoso a general written authorisation for the engagement of Sub-processors for the processing of Customer Personal Data, subject to the terms of this DPA and Data Protection Legislation. Virtuoso makes available information about Sub-processors on its Sub-processor Page. Customer approves the engagement of the entities listed on Virtuoso's Sub-processor Page as Sub-processors of Virtuoso for the processing of Customer Personal Data.
- 5.2. From time to time, Virtuoso may engage new Sub-processors to process Customer Personal Data on its behalf. Virtuoso will give the Customer notice (by updating the Sub-processor Page or providing Customer with a mechanism to obtain notice of that update) of any new Sub-processor at least 30 days in advance of engaging that new Sub-processor. Customer may object to the processing of Customer Personal Data by the new Sub-processor, on reasonable and explained grounds, by providing a written objection to notices@virtuosoga.com within 10 business days of receiving notice. If an objection is raised, the parties will use good-faith efforts to resolve Customer's objection. In the absence of a resolution, Virtuoso will use commercially reasonable efforts to provide Customer with the same level of service without using the new Sub-processor to process Customer Personal Data. Where this is not possible, either party may terminate the applicable features of the Service with immediate effect. If no such objection is received within this time frame, the new Sub-processor shall be deemed to have been approved by Customer.
- 5.3. Virtuoso shall impose on each Sub-processor data protection, security and confidentiality obligations that are no less protective of Customer Personal Data than those set out in this DPA, to the extent applicable to the nature of the services provided by that Sub-processor. Virtuoso shall remain fully liable to Customer for the performance of the Sub-processor's obligations.

6. International Transfers

- 6.1. Customer acknowledges and agrees that Virtuoso may process Customer Personal Data on a global basis as necessary to provide the Services in accordance with the Customer Agreement, and in particular that Customer Personal Data may be transferred to and processed by jurisdictions where Virtuoso Affiliates and Sub-processors have operations.
- 6.2. Where the transfer of Customer Personal Data between the parties involves a Restricted Transfer and applicable Data Protection Legislation require putting in place appropriate safeguards, Virtuoso and Customer will comply with the following:

- 6.2.1. EEA Restricted Transfers. To the extent that any processing of Customer Personal Data under this DPA involves an EEA Restricted Transfer from Customer to Virtuoso, the parties agree to enter into the SCCs, which are hereby deemed to be: (a) populated in accordance with section 1 of Schedule 3; and (b) entered into by the parties and incorporated by reference into this DPA.
- 6.2.2. UK Restricted Transfers. To the extent that any processing of Customer Personal Data under this DPA involves a UK Restricted Transfer from Customer to Virtuoso, the parties agree to enter into the UK Addendum which is hereby deemed to be: (a) populated in accordance with section 2 of Schedule 3; and (b) entered into by the parties and incorporated by reference into this DPA.
- 6.2.3. Swiss Restricted Transfers. To the extent that any processing of Customer Personal Data under this DPA involves a Swiss Restricted Transfer from Customer to Virtuoso, the parties shall enter into the SCCs, which are hereby deemed to be: (a) varied to address the requirements of the FDPA and populated in accordance with section 1 of Schedule 3; and (b) entered into by the parties and incorporated by reference into this DPA.

- 6.3. If and to the extent the SCCs conflict with any provision of this DPA, the SCCs will prevail to the extent of such conflict.

7. Notification

- 7.1. Virtuoso has in place reasonable and appropriate security incident management policies and procedures and will notify Customer without undue delay after becoming aware of a Personal Data Breach and will provide timely information relating to the Personal Data Breach as it becomes known or reasonably requested by Customer. At Customer's request, Virtuoso will promptly provide Customer with such reasonable assistance as necessary to enable Customer to notify relevant Personal Data Breaches to competent authorities and/or affected Data Subjects, if it is required to do so under Data Protection Legislation.
- 7.2. Virtuoso will not make any public statement identifying Customer in relation to a Personal Data Breach without Customer's prior written consent, except where required by law. This shall not restrict Virtuoso from notifying its advisers, insurers, Sub-processors, incident response providers, regulators, law enforcement, or other affected customers where reasonably necessary.
- 7.3. Virtuoso shall make reasonable efforts to identify the cause of such Personal Data Breach, and take those steps as Virtuoso deems necessary and reasonable in order to remediate the cause of such a Personal Data Breach, to the extent that the remediation is within Virtuoso's reasonable control. The obligations set forth herein shall not apply to incidents that are caused by Customer or Customer's Permitted Users.
- 7.4. Virtuoso will inform Customer without undue delay if Virtuoso becomes aware that an instruction infringes Data Protection Legislation, or receives any legally binding request for disclosure of Customer Personal Data by a law enforcement or regulatory authority, unless prohibited from doing so by applicable law.

8. Information Requests and Audit Rights

- 8.1. Virtuoso agrees to cooperate with Customer to provide all reasonable and timely assistance to Customer to enable Customer to:
- 8.1.1. comply with any obligations under Data Protection Legislation including in particular those set out in Articles 32 to 36 of the GDPR;
 - 8.1.2. conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority;
 - 8.1.3. respond to any request from a Data Subject to exercise rights under Data Protection Legislation (including its rights of access, correction, objection, erasure and data portability, as applicable) and Virtuoso agrees to promptly inform Customer if such a request is received directly; and
 - 8.1.4. respond to and comply with any investigations, complaints or requests for information by a Data Subject or person or regulatory, supervisory, or governmental authority in connection with the processing of the Customer Personal Data.
- 8.2. Virtuoso shall make available to Customer such information as is reasonably necessary to demonstrate compliance with this DPA and, where required by Data Protection Legislation, shall allow for and contribute to audits, including inspections, subject to the remainder of this clause. Customer shall first seek to satisfy any audit request through Virtuoso's then-current security documentation, certifications, SOC 2 report, responses to security questionnaires and other information made available by Virtuoso. Any on-site or remote audit shall be subject to reasonable prior notice, confidentiality obligations, Virtuoso's security requirements, and shall not require Virtuoso to disclose information relating to other customers, internal security-sensitive information, source code, or commercially sensitive information.

9. Term and termination

- 9.1. This DPA will remain in full force and effect so long as:
- 9.1.1. the Customer Agreement remains in effect; or
 - 9.1.2. Virtuoso retains any Customer Personal Data related to the Customer Agreement in its possession or control (the "**Term**").
- 9.2. Any provision of this DPA that expressly or by implication should come into or continue in force on or after termination of the Customer Agreement in order to protect the Customer Personal Data will remain in full force and effect.
- 9.3. Upon termination of this DPA, Virtuoso will return or delete at Customer's option all Customer Personal Data (including copies thereof) processed pursuant to this DPA. This term will not apply where Virtuoso is required by applicable law to retain some or all of the Customer Personal Data, or where it has archived Customer Personal Data on back-up systems, which data will be securely isolated and protected from any further processing and deleted in accordance with Virtuoso's deletion practices.

10. General

- 10.1. *Amendments.* Virtuoso may update this DPA from time to time to reflect changes in Data Protection Legislation, the Services, Sub-processors, transfer mechanisms or security measures, provided that such update does not materially reduce the overall protection afforded to Customer Personal Data. Any material changes shall be notified in accordance with the Customer Agreement.
- 10.2. *Severability.* If any individual provisions of this DPA are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this DPA will not be affected.
- 10.3. *Limitation of liability.* Nothing in this DPA limits or excludes liability to the extent such liability cannot be limited or excluded under Data Protection Legislation. Subject to the preceding sentence, each party's aggregate liability arising out of or in connection with this DPA shall be subject to the limitations and exclusions of liability set out in the Customer Agreement. Each party shall be liable for any administrative fines that a supervisory authority may impose upon them due to their processing.
- 10.4. *Conflict.* Except as specifically set forth in this DPA, all of the terms and provisions of the Customer Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the Customer Agreement and this DPA, the terms of this DPA will prevail.
- 10.5. *Governing Law.* This DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales, unless required otherwise by Data Protection Legislation.

Last updated 1 September 2026

Schedule 1: Processing Details

1. Categories of data subjects

Customer may submit Personal Data in the course of using the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to Customer's employees, contractors, temporary workers, collaborators, subcontractors, authorised users, support contacts, end users.

2. Categories of personal data

Customer may, at its sole discretion, transfer Personal Data to Virtuoso which may include, but is not limited to, the following categories of Personal Data: first and last name, email address, title, position, employer, contact information (company, email, phone numbers), customer service information, and any personal data contained in or displayed by Customer's applications under test and captured in test artefacts (e.g. screenshots, logs), as determined and controlled by Customer.

The Services are not designed or intended for the processing of Special Category Data, criminal offence data, patient data, children's data or other highly sensitive Personal Data unless expressly stated in an Order Form or agreed in writing by Virtuoso. Customer shall not submit such data to the Services unless the parties have agreed appropriate additional terms, security measures and processing details.

3. Purpose

Customer Personal Data will be processed as necessary to provide, maintain, secure and support the Services pursuant to the Customer Agreement, as further specified in the Order Form, and as further instructed by Customer in its use of the Services.

4. Nature of the processing

Virtuoso will process Customer Personal Data in the course of providing the Services under the Customer Agreement which may include:

- Hosting, storage, transmission, retrieval, and other processing necessary to provide, maintain, secure, support, troubleshoot and improve the Services, including authenticating users, managing access control and user permissions, customer support and troubleshooting.
- Creation of anonymised, aggregated and derived data, including Usage Data and Derived Assets.
- Deletion and disclosure in accordance with the Customer Agreement (including this DPA) and/or as compelled by applicable laws.

5. Duration of the processing

Subject to clause 9.3 of this DPA, Virtuoso will Process Customer Personal Data for the duration of the Customer Agreement, unless otherwise agreed in writing.

6. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Sub-processors are retained in support of the SaaS products/services provided to Customer and are contractually bound as to subject matter, nature and duration of the processing similarly in kind as the data importer taking into account the sub-processors specific role.

Schedule 2: Technical and Organisational Measures

Virtuoso has implemented and will maintain appropriate technical and organisational measures designed to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data processed by Virtuoso in connection with the Services.

Virtuoso may update or modify these measures from time to time, provided that such updates or modifications do not materially reduce the overall level of protection afforded to Customer Personal Data.

1. Information Security Programme

Virtuoso maintains a written information security programme designed to protect the confidentiality, integrity and availability of Customer Personal Data.

This programme includes policies and controls relating to access management, asset management, encryption, vulnerability management, incident response, business continuity, supplier management and employee security responsibilities.

Virtuoso's security programme is reviewed periodically and updated as appropriate to reflect changes in the Services, applicable risks, technology and legal or regulatory requirements.

2. Access Controls

Virtuoso applies access controls designed to ensure that Personal Data is accessed only by authorised personnel with a legitimate business need.

These controls include:

- (a) unique user accounts for personnel requiring access to relevant systems;
- (b) role-based access controls and the principle of least privilege;
- (c) processes for granting, changing and removing access rights;
- (d) periodic review of access rights for relevant systems;
- (e) prompt revocation or adjustment of access rights following termination of employment, change of role or loss of business need; and
- (f) authentication controls, which may include single sign-on, multi-factor authentication, password controls and other access management measures appropriate to the relevant system.

3. Encryption and Transmission Security

Virtuoso protects Personal Data using encryption and secure transmission controls appropriate to the nature of the data and the Services.

These controls include:

- (a) encryption of Personal Data in transit using industry-standard protocols, including TLS 1.2 or higher or successor protocols;
- (b) encryption of Personal Data at rest within production systems and backups using industry-standard encryption algorithms, including AES-256 or equivalent protections where applicable;
- (c) secure key-management processes operated by Virtuoso or its cloud infrastructure providers; and
- (d) controls designed to protect Personal Data transmitted over public or untrusted networks.

4. Hosting and Network Security

Virtuoso hosts the Services using reputable cloud infrastructure providers that maintain independently validated security programmes.

Virtuoso maintains network and infrastructure security controls designed to protect the Services against unauthorised access, including as applicable:

- (a) firewalls and network segmentation;
- (b) access control lists and secure routing controls;
- (c) intrusion detection, monitoring or alerting mechanisms;
- (d) secure administrative access controls;
- (e) hardened configuration of relevant systems; and
- (f) separation of production, development and testing environments where appropriate.

5. Application Security

Virtuoso maintains application-level security controls designed to protect the Services and Personal Data.

These controls include:

- (a) authentication mechanisms for users of the Platform, including username/password authentication and/or single sign-on where enabled;
- (b) authorisation controls designed to restrict access based on user permissions;
- (c) controls for managing customer accounts, user roles and permissions;
- (d) secure development practices appropriate to the Services;
- (e) logging and monitoring of relevant application and system activity; and
- (f) testing and review of security-relevant changes where appropriate.

6. Vulnerability Management and Security Testing

Virtuoso maintains processes designed to identify, assess and remediate security vulnerabilities affecting the Services.

These processes include:

- (a) vulnerability scanning or monitoring of relevant systems;
- (b) risk-based prioritisation of identified vulnerabilities;
- (c) remediation or mitigation of vulnerabilities within timeframes appropriate to their severity and exploitability;
- (d) periodic penetration testing of the Services by independent third parties; and
- (e) review and tracking of remediation activities arising from security testing.

7. Logging and Monitoring

Virtuoso maintains logging and monitoring controls designed to support security, auditability, troubleshooting and incident investigation.

These controls include:

- (a) logging of relevant system, administrative and application activity;
- (b) monitoring designed to identify suspicious or unauthorised activity;
- (c) protection of logs against unauthorised access or alteration; and
- (d) retention of logs for periods determined by Virtuoso's operational, legal, security and compliance requirements.

8. Backup, Resilience and Availability

Virtuoso maintains backup, resilience and recovery measures designed to support the availability of the Services and the restoration of Customer Data, including Customer Personal Data, following an incident.

These measures include:

- (a) regular backups of relevant production data;
- (b) encryption and access controls for backups;
- (c) restoration procedures and testing appropriate to the Services;
- (d) use of cloud infrastructure resilience features, which may include data centre redundancy, availability zones or equivalent measures; and

(e) business continuity and disaster recovery planning proportionate to the nature of the Services.

9. Personnel Security and Confidentiality

Virtuoso ensures that personnel authorised to process Personal Data are subject to appropriate confidentiality obligations, whether contractual, statutory or otherwise.

Virtuoso maintains personnel security controls which include:

- (a) onboarding procedures that address information security responsibilities;
- (b) security awareness training appropriate to personnel roles;
- (c) internal policies addressing acceptable use, confidentiality, password security, data handling and incident reporting;
- (d) requirements for personnel to follow Virtuoso's information security policies and procedures; and
- (e) disciplinary or contractual consequences for material breaches of applicable security obligations.

10. Incident Response

Virtuoso maintains incident response policies and procedures designed to identify, investigate, respond to and remediate security incidents.

These procedures include:

- (a) internal reporting and escalation processes;
- (b) assessment of suspected incidents to determine whether Personal Data has been affected;
- (c) containment, mitigation and remediation steps appropriate to the nature of the incident;
- (d) notification to Customer in accordance with the DPA where a Personal Data Breach affects Personal Data; and
- (e) post-incident review where appropriate.

11. Supplier and Sub-processor Security

Virtuoso assesses and manages security risks associated with relevant suppliers and Sub-processors that process Personal Data.

These controls include:

- (a) due diligence appropriate to the nature of the services provided by the supplier or Sub-processor;
- (b) contractual obligations requiring appropriate confidentiality, security and data protection controls;

- (c) flow-down of data protection obligations as required by the DPA;
- (d) periodic review of relevant supplier or Sub-processor assurances, certifications or security documentation where appropriate; and
- (e) maintenance of a list of Sub-processors in accordance with the DPA.

12. Data Segregation and Customer Controls

Virtuoso maintains logical separation controls designed to prevent Personal Data from being accessed by unauthorised customers or users.

These controls include:

- (a) account-level or tenant-level access controls;
- (b) user permission controls within the Platform;
- (c) authentication and authorisation mechanisms for customer users; and
- (d) administrative controls designed to restrict access to Personal Data to authorised Virtuoso personnel and authorised customer users.

13. Data Deletion and Portability

Virtuoso maintains procedures designed to support deletion, return and portability of Personal Data in accordance with the DPA and the Customer Agreement.

These procedures include:

- (a) processes for deleting Personal Data following termination or expiry of the Customer Agreement, subject to applicable retention requirements;
- (b) procedures for securely isolating and protecting Personal Data retained in backups until deletion in accordance with Virtuoso's standard backup deletion cycle;
- (c) processes for responding to reasonable Customer requests for deletion, correction or export of Personal Data; and
- (d) provision of Personal Data in a format reasonably determined by Virtuoso or otherwise agreed by the parties.

14. Privacy by Design and Default

Virtuoso takes privacy and data protection considerations into account in the design, development and operation of the Services.

These measures include, where appropriate:

- (a) limiting access to Personal Data to what is necessary for the relevant purpose;
- (b) using data minimisation, access control and retention controls;
- (c) assessing privacy and security risks in relation to relevant changes to the Services; and
- (d) maintaining internal processes intended to support compliance with applicable data protection obligations.

15. Certifications, Audits and Assurance

Virtuoso maintains security assurance processes appropriate to the nature of the Services, which may include independent audits, certifications, penetration tests, security questionnaires, customer due diligence responses and other security documentation.

Where available and subject to confidentiality obligations, Virtuoso may provide Customer with relevant security documentation, including SOC 2 reports, penetration test summaries or other reasonable information to help Customer assess Virtuoso's compliance with this Schedule and the DPA.

Schedule 3: Cross-Border Transfer Mechanisms

1. EEA Restricted Transfers

In relation to Personal Data that is protected by the GDPR and is processed in accordance with clause 6.2.1 of this DPA, the SCCs shall apply as follows:

- Where Virtuoso acts as Processor, Module 2 (Controller to Processor) shall apply
 - Where Virtuoso acts as Sub-processor, Module 3 (Processor to Processor) shall apply
- in both cases, the SCCs shall be completed as follows:
- in Clause 7, the optional docking clause will not apply.
 - in Clause 9, Option 2 (general written authorisation) will apply, and the time period for prior notice of Sub-processor changes shall be 30 days.
 - in Clause 11, the optional language will not apply.
 - in Clause 17, Option 1 will apply, and the SCCs will be governed by the laws of the Republic of Ireland;
 - in Clause 18(b), disputes shall be resolved before the courts of the Republic of Ireland.
 - Annex I of the SCCs shall be deemed completed with the information set out in Schedule 1 of this DPA;
 - Annex II of the SCCs shall be deemed completed with the information set out in Schedule 2 to this DPA, and Annex III shall be deemed completed with the information set out on the Sub-processor Page and clause 5 of this DPA.

Where the SCCs apply, 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. UK Restricted Transfers

In relation to Personal Data that is protected by the UK GDPR and is processed in accordance with clause 6.2.2 of this DPA, the SCCs as incorporated under Section 1 (EEA Transfers) of this Schedule 3 shall apply with the following modifications:

- the SCCs shall be amended as specified by the UK Addendum, which shall be incorporated by reference;
- Tables 1 to 3 in Part 1 of the UK Addendum shall be populated with the information from Schedules 1 and 2 and clause 5 of this DPA and Sub-processor Page;
- Table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting “importer”; and
- any conflict between the SCCs and the UK Addendum shall be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

3. Swiss Restricted Transfers

In relation to Personal Data that is protected by the GDPR and is processed in accordance with clause 6.2.3 of this DPA, the SCCs as incorporated under Section 1 (EEA Transfers) of this Schedule 3 shall apply with the following modifications:

- in Clause 17, Option 1 will apply, and the SCCs will be governed by the laws of Switzerland.
- in Clause 18(b), disputes shall be resolved before the courts of Switzerland.
- the FDPIC shall be the competent supervisor authority.