DATA PROCESSING AGREEMENT

Version 1.0 [September - 2026]

End User License Agreement

Data Importer (Processor)	Avo Automation, a division of Amin Holdings Private Limited (formerly known as SLK Software Pvt Ltd)

How this Agreement applies

This Data Processing Agreement ("DPA") is incorporated by reference into, and forms part of, the End User License Agreement, Master Services Agreement, and/or Order Form entered into between Avo Automation and Customer (together, the "Principal Agreement"). This DPA applies automatically and only to the extent Avo Automation processes personal data on Customer's behalf in connection with the Software or Services. In the event of a conflict between this DPA and the Principal Agreement regarding the processing of personal data, this DPA shall prevail.

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Data Processing Agreement

This Data Processing Agreement ("DPA") is entered into between Avo Automation, a division of Amin Holdings Private Limited (formerly known as SLK Software Pvt Ltd) ("Processor", "Avo", "we"), and the Customer identified in the Order Form ("Controller", "Customer", "you"), and applies to the extent Avo processes personal data on Customer's behalf in connection with the Software and Services described in the Principal Agreement.

1. Definitions

- **"Applicable Data Protection Laws"** means all data protection and privacy laws applicable to the processing of personal data under this DPA, including, as applicable, the EU General Data Protection Regulation (GDPR), the UK GDPR and Data Protection Act 2018, Switzerland's Federal Act on Data Protection, the California Consumer Privacy Act as amended by the California Privacy Rights Act (CCPA/CPRA), India's Digital Personal Data Protection Act 2023 (DPDPA), and any other data protection law applicable to the processing of Customer Personal Data under this DPA.
- **"Controller"** means the entity which determines the purposes and means of the processing of personal data (or the equivalent role under Applicable Data Protection Laws, such as "business" under CCPA/CPRA or "Data Fiduciary" under DPDPA).
- **"Customer Personal Data"** means any personal data contained within Customer Data that is processed by Avo on behalf of Customer in connection with the Software and Services under the Principal Agreement.
- **"Data Subject"** means the identified or identifiable natural person to whom Customer Personal Data relates.
- **"Personal Data Breach"** means a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data.
- **"Processing"** means any operation or set of operations performed on Customer Personal Data, whether or not by automated means, including collection, storage, use, disclosure, and deletion.
- **"Processor"** means the entity which processes personal data on behalf of the Controller (or the equivalent role under Applicable Data Protection Laws, such as "service provider" under CCPA/CPRA or "Data Processor" under DPDPA).
- **"Standard Contractual Clauses (SCCs)"** means the standard contractual clauses for the transfer of personal data to third countries approved by the European Commission (Commission Implementing Decision (EU) 2021/914), as updated or replaced from time to time, and the UK International Data Transfer Addendum, as applicable.

Commented [Sh1]: "Customer Data" and "Authorized User" are not defined in the DPA. Define these terms or explicitly reference their definitions in the Principal Agreement.

Commented [Sh2]: Consider including UAE PDPL and Singapore PDPA, etc., if targeting customers in those jurisdictions.

Commented [Ja2R2]: the definition covers any other law. This should be sufficient

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- **"Sub-processor"** means any third party engaged by Avo to process Customer Personal Data on Avo's behalf in connection with the Software and Services.

Capitalized terms not otherwise defined in this DPA have the meaning given to them in the Principal Agreement.

2. Roles of the Parties

2.1 Controller and Processor

The parties acknowledge and agree that regarding the processing of Customer Personal Data, Customer is the Controller, and Avo is the Processor. Customer shall comply with all obligations applicable to it as a Controller under Applicable Data Protection Laws, including with respect to the lawfulness of its instructions and its collection of Customer Personal Data.

2.2 Customer Responsibility

Customer is solely responsible for determining the purposes and means of processing Customer Personal Data, for ensuring it has a valid legal basis to do so, for the accuracy and legality of Customer Personal Data uploaded into the Software, and for responding to requests from Data Subjects, except to the extent Avo is required to provide assistance under Section 9.

3. Scope and Duration of Processing

3.1 Subject Matter

The subject matter, duration, nature and purpose of processing, the types of Customer Personal Data, and categories of Data Subjects are described in Annex 1 (Details of Processing).

3.2 Duration

Avo shall process Customer Personal Data for the duration of the Principal Agreement, unless otherwise agreed in writing, and subject to Section 12 (Return or Deletion of Personal Data).

4. Customer's Instructions

4.1 Processing on Instructions

Avo shall process Customer Personal Data only on documented instructions from Customer, including with regard to transfers of personal data to a third country, unless required to do otherwise by law applicable to Avo, in which case Avo shall inform Customer of that legal

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requirement before processing, unless that law prohibits such information on important grounds of public interest.

4.2 Scope of Instructions

The Principal Agreement, this DPA, and Customer's use of the Software's configuration and administrative controls constitute Customer's complete and documented instructions to Avo in relation to the processing of Customer Personal Data. Any additional or alternate instructions must be agreed in writing, including through a mutually executed change order.

4.3 Unlawful Instructions

Avo shall promptly inform Customer if, in Avo's opinion, an instruction from Customer infringes Applicable Data Protection Laws.

5. Confidentiality

Avo shall ensure that any person it authorizes to process Customer Personal Data (including its staff, agents, and subcontractors) is subject to a duty of confidentiality (whether contractual or statutory), and shall ensure that such person's process Customer Personal Data only as necessary for the purposes of the Principal Agreement.

6. Security of Processing

6.1 Technical and Organizational Measures

Avo shall implement and maintain appropriate technical and organizational measures designed to protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access, as described in Annex 2 (Technical and Organizational Security Measures).

6.2 Updates to Measures

Avo may update or modify the security measures described in Annex 2 from time to time, provided that such updates do not materially decrease the overall security of the Software during the term of the Principal Agreement.

Commented [Sh3]: Clarify that updates will not materially reduce the security posture and will maintain equivalent or stronger protections.

7. Sub-processors

7.1 Authorization

Customer provides Avo with general authorization to engage Sub-processors to process Customer Personal Data. A current list of Avo's Sub-processors, including their identity,

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function, and location of processing, is maintained at **Avo's Website under Terms of use** (the "Sub-processor Page"), and is summarized by category in Annex 3 (Approved Sub-processors). Customer may subscribe to email notifications of changes to the Sub-processor Page.

7.2 Notice of Changes

Avo shall provide notice of any intended addition or replacement of a Sub-processor by updating the Sub-processor Page at least **thirty (30) days** in advance, and, where Customer has subscribed to notifications under Section 7.1, by notifying Customer via email. Customer may object to such changes on reasonable grounds relating to data protection by notifying Avo in writing within that period. If Customer does not object within that period, the new Sub-processor shall be deemed approved.

Commented [Sh4]: Add provisions describing the process if objections cannot be resolved (e.g., alternative processor, suspension of affected services, or termination rights).

If Customer objects on reasonable grounds relating to data protection, the parties shall cooperate in good faith to resolve the objection. If the parties are unable to reach a resolution within a reasonable period, Avo shall, at its option and where commercially reasonable, (a) engage an alternative Sub-processor, or (b) provide the affected Services without engaging the objected-to Sub-processor. If neither option is available, either party may, as its sole remedy, suspend the affected Services for the duration of the unresolved objection, or terminate the affected Services (or, where the objection materially affects the core functionality of the Software, the Agreement) upon written notice to the other party, without further liability for such suspension or termination beyond fees paid for Services not rendered.

7.3 Sub-processor Obligations

Avo shall impose data protection terms on any Sub-processor it engages that are no less protective of Customer Personal Data than those set out in this DPA, and shall remain liable to Customer for the acts and omissions of its Sub-processors to the same extent Avo would be liable if performing the services of each Sub-processor directly.

8. International Data Transfers

8.1 Transfer Mechanism

Where Avo processes Customer Personal Data in, or transfers Customer Personal Data to, a country that has not been recognized as providing an adequate level of data protection by the relevant supervisory authority, the parties agree that such transfer shall be governed by the Standard Contractual Clauses (EU SCC Module 2 or the UK International Data Transfer

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Addendum, as applicable), which are incorporated into this DPA by reference and available at *Avo Terms of Use*.

Commented [Sh5]: Explicitly mention EU SCC Module 2, UK IDTA/Addendum,

8.2 Transfer Details

The transfer details required to complete the Standard Contractual Clauses (including the identity of the parties, description of processing, and technical and organizational measures) are set out in Annex 1 and Annex 2 of this DPA.

9. Assistance with Data Subject Rights

Commented [Sh6]: Clarify that assistance will be provided at no additional cost unless requests are excessive or outside normal contractual obligations.

Taking into account the nature of the processing, Avo shall provide reasonable assistance to Customer, insofar as this is possible, through appropriate technical and organizational measures, for the fulfilment of Customer's obligation to respond to requests from Data Subjects seeking to exercise their rights under Applicable Data Protection Laws, including rights of access, rectification, erasure, restriction, portability, and objection. If Avo receives a request directly from a Data Subject concerning Customer Personal Data, Avo shall promptly forward such request to Customer without responding to it, unless legally required to do so.

Such assistance shall be provided at no additional cost to Customer, provided that the request is reasonable in scope and frequency and falls within the normal course of Avo's contractual obligations under this DPA. Where a request is manifestly excessive, repetitive, or requires efforts materially beyond what is reasonably required to fulfil Avo's obligations under this Section 9, Avo may charge Customer a reasonable fee for the additional assistance, based on the actual time and resources required, provided that Avo notifies Customer of the estimated cost in advance and obtains Customer's written approval before proceeding.

10. Personal Data Breach Notification

10.1 Notification

Avo shall notify Customer without undue delay, and in any event within **seventy-two (72) hours** of becoming aware of a Personal Data Breach affecting Customer Personal Data.

10.2 Content of Notification

Commented [Sh7]: Add that Avo will not notify regulators or affected individuals without Customer approval unless legally required.

Such notification shall describe, to the extent then known, the nature of the Personal Data Breach, the categories and approximate number of Data Subjects and records concerned, the likely consequences, and the measures taken or proposed to address the Personal Data Breach, and shall be supplemented with further information as it becomes available.

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10.3 No Unilateral Notification to Regulators or Data Subjects

Avo shall not notify any supervisory authority or affected Data Subjects of a Personal Data Breach without Customer's prior written approval, unless Avo is legally required to do so under Applicable Data Protection Laws. Where Avo is legally required to notify a supervisory authority or Data Subjects directly, Avo shall, to the extent legally permitted, inform Customer before making such notification and shall reasonably cooperate with Customer regarding its content and timing.

10.4 Cooperation

Avo shall cooperate with Customer and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation, and remediation of a Personal Data Breach.

11. Audits

Avo shall make available to Customer information reasonably necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, conducted by Customer or an independent auditor mandated by Customer, no more than once per calendar year, subject to at least **ten (10) business days** prior written notice, conducted during normal business hours in a manner designed to minimize disruption to Avo's business, and subject to reasonable confidentiality restrictions. In lieu of an on-site audit, Avo may satisfy this obligation by providing a summary of a relevant third-party audit report or certification then held by Avo (such as SOC 2 Type II or ISO 27001), where available.

Commented [Sh8]: Specify a deletion period (e.g., within 30 or 60 days)

Commented [TM8R2]: this is relevant to point 12 not to audits will consider in point 12

12. Return or Deletion of Personal Data

Upon expiration or termination of the Principal Agreement, Avo shall, at Customer's election, delete or return all Customer Personal Data to Customer, and delete existing copies unless applicable law requires storage of the Customer Personal Data, in accordance with the data retention and deletion terms of the Principal Agreement.

Commented [TM9]: Deletion period not specified as aligned with Jayakumar - in case customers question we will adapt

Upon expiration or termination of the Principal Agreement, Avo shall, at Customer's election, make Customer Personal Data available for retrieval during the Export Window set out in Section 9.7 of the License Agreement. Following the Export Window, Avo shall delete Customer Personal Data from its production systems within the timeframe specified in Section 9.7 of the License Agreement, and shall, upon Customer's written request, provide written certification of

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such deletion. Customer Personal Data residing in backup media shall be overwritten or purged in accordance with Avo's standard backup rotation cycles and shall remain subject to the protections of this DPA until deleted. The foregoing is without prejudice to any retention required by applicable law, and shall be read consistently with the data retention and deletion terms of the Principal Agreement.

13. Liability

Each party's liability arising out of or in connection with this DPA, whether in contract, tort, or otherwise, shall be subject to the limitations and exclusions of liability set out in the Principal Agreement. Nothing in this DPA shall be construed to relieve either party of any obligations it may have under Applicable Data Protection Laws that cannot lawfully be limited or excluded by contract.

14. Term and Termination

This DPA shall take effect on the Effective Date and shall remain in effect for as long as Avo processes Customer Personal Data under the Principal Agreement, notwithstanding the expiry of the Principal Agreement, until such time as all processing of Customer Personal Data by Avo has ceased in accordance with Section 12.

15. General Provisions

15.1 Order of Precedence

In the event of any conflict between the terms of this DPA and the Principal Agreement with respect to the processing of personal data, the terms of this DPA shall prevail. In all other respects, the Principal Agreement shall remain in full force and effect.

15.2 Amendment

Avo may update this DPA from time to time to reflect changes in Applicable Data Protection Laws or the Standard Contractual Clauses, provided that such updates do not materially reduce the level of protection afforded to Customer Personal Data.

15.3 Governing Law

This DPA shall be governed by the same governing law and jurisdiction as set out in the Principal Agreement, except to the extent Applicable Data Protection Laws require otherwise.

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Annex 1 — Details of Processing

A1.1 Subject Matter

The processing of Customer Personal Data as necessary to provide the Software and Services described in the Principal Agreement, including business process testing, test automation, and related quality assurance activities.

A1.2 Duration

For the term of the Principal Agreement, subject to Section 12 of this DPA.

A1.3 Categories of Data Subjects

- Customer's employees, contractors, and authorized users of the Software;
- To the extent included by Customer in test data or Customer Data: employees, customers, or other individuals whose personal data is contained within the systems or data sets that Customer connects to, or uploads into, the Software for testing purposes.

A1.4 Categories of Customer Personal Data

- Contact and identification data (e.g., names, email addresses, job titles) of Authorized Users;
- Any personal data contained within test data, test scripts, or business process data that Customer chooses to use in connection with the Software, which may include data drawn from Customer's enterprise systems (e.g., ERP, CRM, HR systems) for testing purposes.

A1.5 Special Categories of Data

Customer shall not process special categories of personal data (as defined under Applicable Data Protection Laws) using the Software unless expressly agreed in writing between the parties, in accordance with Section 5.4 of the End User License Agreement.

A1.6 Frequency of Processing

Continuous, for the duration of Customer's use of the Software.

A1.7 Nature of Processing

Collection, storage, use, and deletion of Customer Personal Data as necessary to provide, maintain, and support the Software, including execution of automated test cases against Customer's designated environments.

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Annex 2 — Technical and Organizational Security Measures

Avo maintains the following categories of technical and organizational measures, as further described in its security documentation available on request:

- Encryption of Customer Personal Data in transit and at rest, using industry-standard cryptographic controls, including HTTPS, TLS 1.2+, SSH, and VPN to ensure confidentiality and integrity
- Role-based access control and the principle of least privilege for personnel access to Customer Personal Data, with user authentication centrally managed through Microsoft Entra ID and Multi-Factor Authentication (MFA) enforced via the Microsoft Authenticator application; any additional or elevated access requires a valid business justification and formal approval from the relevant Function Head through CyberArk Privileged Access Management, with periodic review of access rights
- Logical tenant isolation for cloud-hosted environments
- Logging and monitoring of access to systems processing Customer Personal Data, performed through a Managed Security Operations Center (MSOC) service, with a qualified third-party provider continuously monitoring security events and alerts on a 24x7 basis to detect suspicious activities, potential threats, and security incidents
- Regular vulnerability assessment and patch management processes, including a formal Vulnerability Management process with quarterly internal assessments and annual independent external Vulnerability Assessment and Penetration Testing (VAPT), and a formal Patch Management process informed by monthly scanning and implemented through change management;
- Confidentiality obligations and security awareness training for personnel with access to Customer Personal Data
- Business continuity and backup procedures designed to enable timely restoration of availability and access to Customer Personal Data, the organization maintains a formal Backup and Recovery process to ensure the availability and recoverability of critical business data. Daily incremental backups and monthly full backups are performed, with backup data encrypted, securely stored, and accessible only to authorized personnel. Backup activities are monitored and periodic restoration tests are conducted to verify data integrity and support business continuity and disaster recovery requirements.
- A documented incident response process for identifying, investigating, and responding to Personal Data Breaches, the organization maintains an Incident Management Policy and Procedure. All security incidents are documented, investigated, and tracked to closure. Root Cause Analysis (RCA), corrective actions, and lessons learned are documented to prevent recurrence and support continuous improvement.

Commented [Sh10]: Include controls such as MFA, e secure SDLC, SAST/DAST, penetration testing, SIEM, EDR, change management, vendor risk management, etc.

Commented [TM10R2]: @Stefan Waler an you pls provide a proposal based on Shailas input we need this for Biscuterie tomorrow - thank you

Commented [TM10R3]: Added all controls

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- Physical and environmental security controls at data center facilities used to host the Software, consistent with the applicable hosting provider's certifications.

Additional detail regarding specific certifications (e.g., ISO 27001, SOC 2) held by Avo or its hosting Sub-processors, where applicable, is available on request.

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Annex 3 — Approved Sub-processors

The Sub-processor Page referenced in Section 7.1, available at Avo's Website under Terms of use , is the authoritative and current source of Avo's named Sub-processors, their function, and their location of processing, and is updated from time to time in accordance with Section 7.2 of this DPA. Customers may subscribe to email notifications of changes to that page.

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