

## **Virtusa Vendor Information Security Addendum Appendix-B**

### **1 Scope**

Information security controls that Virtusa's Vendors must adopt when (a) on ongoing basis accessing Virtusa facilities, networks, and/or information systems (b) having custody of Virtusa/Virtusa's client hardware assets. Vendor is responsible for compliance to these terms by its personnel and subcontractors. Additional security compliance requirements may be specified in Vendor's agreement, appendices, or statements of work.

### **2 Acceptable use of Virtusa information assets and facility**

- 2.1 Vendor must have a Non-Disclosure Agreement with Virtusa in place and comply with requirements of that agreement.
- 2.2 Vendor must establish, implement, and maintain information security policies and a program of Technical and Organization Security Measures appropriate to prevent any access to Virtusa/Virtusa's Client Confidential Information and comply with and meet all applicable Information Security best practices standards and guidelines.
- 2.3 When a vendor employee works at Virtusa environment the vendor employee should adhere to the controls implemented and established by Virtusa.
- 2.4 Ensure the consultants/contractors complete Virtusa Security First training within a day of getting access to Virtusa NT ID.
- 2.5 Vendor's access shall be restricted to those areas of Virtusa premises, and information which is specifically authorized by Virtusa.
- 2.6 Vendor's access to Virtusa premises and information shall be given only in relation to the mutually agreed services to be rendered.
- 2.7 Vendor shall not process or otherwise make use of Virtusa information, for any purpose other than that which is directly required to provide the agreed services.
- 2.8 Vendor, its personnel or subcontractors shall not unless otherwise authorized by Virtusa store any confidential and proprietary information of Virtusa, its customers, its Vendors/vendors, its employees or its subcontractors and other agents.
- 2.9 Vendor shall align its own information security policies and procedures with that of Virtusa Information Security policies and procedures, as notified to Vendor by Virtusa and as agreed through mutual consent. Failure to comply with these policies and other relevant instructions may constitute a breach of contract and lead to termination of contract or legal action against the Vendor.
- 2.10 Vendor shall not access, upload, download, circulate, transmit, store or create any obscene, indecent, vulgar or inappropriate material on or through Virtusa systems or network or any resource provided by Virtusa.
- 2.11 Vendor shall provide appropriate information security training to its resources clarifying their responsibilities relating to its Virtusa Information Security policies, and procedures (e.g. privacy policy, acceptable use policy, procedure for reporting information security incidents etc.) and all relevant obligations defined in the contract.

### **3 Employee Background Check**

- 3.1 Vendor shall conduct a background checks (BGC) on its employees who are assigned to render services to Virtusa. The BGC shall be conducted at Vendor's cost and shall be completed before commencing the

services to Virtusa. Unless otherwise agreed, the BGC components shall be as per Vendor's current standards and practices.

- 3.2 The Vendor shall provide a written statement to Virtusa confirming that the employee has successfully completed the background check in accordance with its screening requirements.

#### 4 Security breaches involving Vendor personal

- 4.1 Vendor should report any violations of information security and suspected security events if any involving Virtusa's data, immediately within 48 hours from the event of the incidents at [incidentreporting@virtusa.com](mailto:incidentreporting@virtusa.com)
- 4.2 Vendor shall provide adequate support to investigate the Security incident including, without limitation:
  - Assisting with any investigation.
  - Providing Virtusa with physical access to the facilities and operations affected.
  - Facilitating interviews with Vendor's employees and others involved in the matter; and
  - Making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by Virtusa.
  - The Vendor company will ensure that the vendor resource is available for security investigations and provide the required support, if any of the resource was involved in a security breach.

#### 5 Sub-Contractor engagement

- 5.1 The Vendor shall not sub-contract any of its services that it is obligated to perform under this agreement without prior written consent of Virtusa. Where the Vendor sub-contracts its obligations with the consent of Virtusa, it shall do so only by way of written agreement with the sub-contractor(s) which imposes the same obligations on the sub-contractor(s) as are imposed on the Vendor under this Agreement. Where the sub-contractor(s) fails to fulfil its obligations under such written agreement, the Vendor shall remain fully liable to Virtusa for the performance of the sub-contractor's obligations under such agreement.

#### 6 Return of assets

- 6.1 At any time during the term of this Agreement at the Virtusa's request or upon the termination or expiration of this Agreement for any reason, it is the responsibility of the vendor to return all the assets given by Virtusa to the Vendor resources during the time of the contract.
- 6.2 It is the responsibility of the Vendor to return all the assets given by Virtusa when the vendor resource is separated/Terminated from the Vendor organization.
- 6.3 When the vendor resource offboarded from the project, it is the responsibility of the Vendor company to return all Virtusa assets used by the vendor employee during the time of the project.

#### 7 Right to Audit

- 7.1 Virtusa reserves the right to perform an audit, if required and appropriate, yet not without prior written notification to the vendor, and without creating a business disturbance for the Vendor. Assessment may be performed by Virtusa and/or by Virtusa nominated third party and the information obtained during the assessment shall be treated with confidentiality within Virtusa.

#### 8 Indemnity

- 8.1 Vendor shall defend, indemnify and hold harmless Virtusa, any subsidiary and affiliate thereof and their respective officers, directors, agents and employees harmless from and against all claims, damages, liabilities, costs, losses and expenses, including reasonable attorneys' fees and expenses arises out of or

from any loss as a result of breach of this Vendor Information Security Addendum Appendix-B or any breach of confidentiality or intellectual property rights or breach of applicable law by the Vendor.

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

Date: \_\_\_\_\_