SCHEDULE 1

PROCESSING OF PERSONAL DATA

1. DEFINITIONS

In this schedule the terms **data subject**, **personal data**, **processing**, **processor** and **supervisory authority** have the meanings given to them in data protection laws and the following words and expressions have the meaning given below:

adequate country is any country determined by the UK Government as providing an adequate level of protection as set out in Section 17A of the DPA;

incident is any accidental, unlawful, or unauthorised destruction, loss, alteration, processing, disclosure of, or access to any client data (including any personal data) or to any facilities or systems where such data is maintained; and

IDTA is the ICO's International Data Transfer Agreement for the transfer of personal data from the UK and/or the ICO's International Data Transfer Addendum to the standard contractual clauses set out in European Commission Decision 2021/914.

2. PROCESSING

2.1 **Personal data**. In relation to personal data processed in connection with the platform:

(a) client is the data controller and CultureAI is the data processor for the purposes of data protection laws;

(b) a description of the personal data processed by CultureAI and its sub-processors is set out at the end of this schedule (in the format used in the IDTA);

(c) CultureAI and client will: (i) comply with (and not cause the other to breach) data protection laws, and (ii) promptly (and in any event within 2 business days) inform the other of any relevant notices or requests; and

(d) CultureAI will: (i) process personal data only as set out in this schedule (and CultureAI shall immediately inform client if, in CultureAI's opinion, an instruction from client infringes data protection laws); (ii) not process or transfer (or allow others to process or transfer) personal data outside the United Kingdom, EEA or another adequate country unless in accordance with paragraph 4 (*Transfers*) below; (iii) impose a duty of confidentiality on its staff in accordance with clause **Error! Reference source not found.** (*Staff*) and implement and maintain appropriate technical and organisational measures for handling client data, including having an information security policy and restricting access to relevant staff only; (iv) provide client with such reasonable information and assistance to enable client to comply with data protection laws in connection with the agreement, including in relation to data protection impact assessments, consulting the supervisory authority, data subjects' rights, notifying breaches, submitting to audits and inspections and complying with security obligations and (v) delete or deliver up personal data to client on its request.

2.2 **Incidents**. CultureAI will inform client immediately after becoming aware of an incident, take immediate steps to contain the incident and provide any additional information and assistance as reasonably requested by client.

3. SUB-PROCESSORS

3.1 **Authorisation**. CultureAI may engage sub-processors as listed in Annex 1.B below (the **approved sub-processors**) which may be updated from time to time and client provides a general authorisation for CultureAI to engage sub-processors that is conditioned on the following:

(a) CultureAI will restrict the sub-processor's access to client data only to what is strictly necessary to provide the platform or operate its business, and CultureAI will prohibit the sub-processor from processing client data for any other purpose;

(b) CultureAI agrees to impose contractual data protection obligations, including appropriate technical and organisational measures to protect personal data, on any sub-processor it appoints that require such sub-processor protect client data to the standard required by data protection laws; and

(c) CultureAI will remain liable and accountable for any breach of this schedule that is caused by an act or omission of its sub-processors.

3.2 **Additional sub-processors**. CultureAI will notify client if it intends to add or replace approved sub-processors at least 10 days prior to any such changes. If client objects within 30 calendar days of such notice to the appointment of an additional sub-processor on reasonable grounds relating to the protection of client data, then CultureAI will work in good faith with client to find an alternative solution. In the event that the parties are unable to find such a solution, client may terminate the agreement at no additional cost.

4. TRANSFERS

Where CultureAI transfers client data to sub-processors or other third parties in a location that is not an adequate country, such transfers will take place in accordance with: (i) the IDTA and those clauses will be incorporated into the agreement populated by the information set out in this schedule, or (ii) another lawful transfer mechanism providing appropriate safeguards that meet the requirements of applicable data protection laws.

5. DESCRIPTION OF PERSONAL DATA PROCESSED

Annex 1.A (Parties)	
Exporter (Controller):	client
Importer (Processor):	CultureAI
Annex 1.B (Description of Data Processing)	
Categories of data subjects:	client's permitted users
Categories of personal data transferred:	Personal data collected by the platform through its use by client's permitted users. The baseline data required to provide the platform comprises a permitted user's: (a) personal identification (first, last and full name); (b) contact information (company email, job title, business unit or department, working location and line manager); and

	(c) account information (unique account number, authentication method (e.g. SSO - single sign-on) and password complexity (but not the actual password).
	
	Where certain platform modules have been selected by client the following data is also collected:
	
	Identity & SaaS Risks
	
	(a) web browser log-in events using company email and web browsing generally in order to identify whether malicious websites are being accessed (data is stored only where a match is made, not all browsing);
	
	Generative AI Usage and Collaborative Tool Usage
	
	(b) data for personal data detection being certain data attributable to a user's company email login:
	
	     (i) provided to monitored LLMs via the web browser (e.g. Chat GPT, Copilot, Gemini etc.);
	
	     (ii) from instant messages (e.g. from MS Teams, Slack etc.); and
	
	     (iii) from scanning excerpts from file matches (e.g. from Google Drive hosted files); and
	
	(c) performance metrics (quiz allocation date, completion time and score and user feedback where provided).
	
	Further personal data may be processed by the platform where client has requested. No sensitive personal data is intentionally collected by the platform but CultureAI cannot guarantee this might not occur inadvertently where such data has been disclosed by users.

Nature and purpose of the processing:	As necessary for CultureAI to provide, maintain and improve the platform which may (where client has selected the relevant module) include operations to facilitate: (a) (if selected) detection of personal data and other data specified by client as being particularly sensitive, where excerpts from client data may be used to create and/or fine-tune our customised models to further enhance the accuracy of detecting such data – such excerpts may include data from instant messages (e.g. from MS Teams, Slack etc.), file matches (e.g. from Google Drive hosted files) or data entered into LLM chats via the browser (e.g. ChatGPT, or Claude.ai); and (b) (if selected) email triage where headers and contents of reported phishing emails may be processed by our AI models to support enhanced scoring of risks to help triage. Such operations use functionality provided by AWS (see below).
Duration:	While the platform is being used by client's permitted users.
Sub-processors:	The platform is hosted on Amazon Web Services cloud servers in the EU. DataBricks (also hosted on AWS EU and synchronised to our production environment) provides dashboarding and analytics to administer, maintain and improve the platform. We use ChatGPT Enterprise (which stores information in the EEA or Switzerland only) to perform analytics and to administer, maintain and improve the platform, diagnosing issues and day to day business operations. A limited number of other providers are used to track, diagnose and resolve certain issues clients experience with our platform. The only personal data provided to such sub-processors is the corporate email and sometimes the IP address of the user experiencing the issue. Those platforms are HotJar (AWS EU), DataDog (Germany) and Sentry (US) and these (i) enable us to

	record end-user sessions to understand user interactions with the platform and (ii) provide crash / error logs to facilitate diagnosis.
	
	To send emails to client's permitted users from the platform we make such user's company email address available to various providers as follows:
	
	(a) general emails (e.g. reminders, welcome emails) are sent through SendGrid; and
	
	(b) simulated phishing emails are sent from various providers to enhance resilience:
	
	    (i) for clients with DirectSend enabled, via AWS only; and
	
	    (ii) otherwise via SendGrid, Linode, and IONOS (note use of SendGrid for this purpose is being phased out in March 2025).

Transfer frequency:	Continuous.

Annex 1.C (Competent Supervisory Authority)

Competent Supervisory Authority:	The UK Information Commissioner but where the exporter is established in an EU Member State, The Irish Data Protection Commissioner.

Annex 2 (Technical and Organisation Measures)

Technical and organisational measures:	CultureAI shall process personal data in accordance with its information security policy (available on request).

SCHEDULE 2

PLATFORM AVAILABILITY

1. SERVICE LEVELS

1.1 **Purpose**. This schedule sets out CultureAI's obligations and liability and client's sole remedy in respect of the availability or non-availability of the platform. This schedule does not apply to: (i) any pre-production, development, testing or similar environments, or (ii) previews, proof-of-concepts, beta or trial versions, all of which are provided "AS-IS," "WITH ALL FAULTS," and "AS AVAILABLE" and which may be changed or discontinued by CultureAI at any time without notice.

1.2 **Availability**. CultureAI will make the platform available to client for at least 99.9% of each calendar month, excluding scheduled downtime or excused unavailability. Availability shall be determined as follows:

$$\left[\left(\frac{total - unavailable}{total} \right) \times 100 \right]$$

where:

business hours are the hours between 08:00 and 18:00 on weekdays excluding public holidays;

total is the total number of minutes in business hours during a calendar month;

unavailable is the total number of minutes during business hours the calendar month where the platform was not available to client, not including any unavailability due to scheduled downtime or excused unavailability;

scheduled downtime is time where the platform is not available due to routine maintenance notified to client in advance;

excused unavailability is the time where the platform is not available due to matters:

(a) beyond CultureAI's reasonable control (which shall not include emergency maintenance); or

(b) that result from client's:

    (i) use of hardware, software or services not provided by CultureAI, including issues resulting from inadequate bandwidth or related to third-party software or services;

    (ii) employees, agents, contractors, or vendors, or anyone gaining access to CultureAI's network by means of permitted users' passwords or equipment, or otherwise resulting from client's failure to follow appropriate security practices, unauthorised action or lack of action when required;

    (iii) failure to adhere to any required configurations, use supported platforms, or follow any policies for acceptable use; or

    (iv) use of the platform in a manner inconsistent with the features and functionality of the platform (for example, attempts to perform operations that are not supported).

1.3 **Scheduled downtime**. CultureAI shall use commercially reasonable efforts to provide prior notice to client at least seven calendar days before any scheduled downtime.

1.4   **Emergency maintenance**. CultureAI may perform emergency maintenance on the platform at any time without prior notice to client, provided that CultureAI will use commercially reasonable efforts to provide prior notice to client.

2.   SERVICE CREDITS

2.1   **Entitlement**. If CultureAI determines that the required platform availability level has not been met for a particular month, client shall be entitled to a service credit representing a portion of the fees paid by it for that month as follows:

Platform availability	Service credit (% of monthly fees)
≥ 99.0% but < 99.9%	10%
≥ 98.0% but < 99.0%	25%
≥ 95.0% but < 98.0%	50%
< 95.0%	100%

2.2   **Conditions**. A service credit only applies to fees paid for a month where the required availability level has not been met. Client must be in compliance with the agreement in order to be eligible for a service credit.

2.3   **Claims**. In order for CultureAI to consider a claim for service credit, client must submit the claim to CultureAI client support by the end of the calendar month following the month in which the unavailability occurred and include all information necessary for CultureAI to assess the claim, including: (i) a detailed description of the unavailability; (ii) information regarding the time and duration the platform was unavailable; (iii) the number of permitted users affected and their location and (iv) descriptions of attempts to resolve the unavailability at the time of occurrence.

2.4   **Application**. CultureAI will use commercially reasonable efforts to process claims during the subsequent month and make a good faith determination of whether a service credit is owed. Where a service credit is owed it shall be offset against fees payable in the subsequent month (for clients that are billed monthly) or offset against the fees for the following year (for clients that are billed annually) or refunded at the end of the remaining subscription period where client chooses not to renew.