End User License Agreement (US) (Direct)

1. INTRODUCTION

1.1 **Definitions**. In the agreement the following words have the meanings given below:

client is the entity that signs the order form;

client data is data provided or made available by client or its staff in connection with use of the platform which will include personal data as set out in schedule 1 (*Processing of personal data*);

CultureAI is CultureAI Ltd, English company number 09671771 with registered office at Office 2.08, Industrious, Windmill Green, 24 Mount Street, Manchester M2 3NX;

data protection laws are applicable data protection laws, including (without limitation) (i) the Data Protection Act 2018 (**DPA**), the United Kingdom General Data Protection Regulation as defined in section 3(10) and 205(4) of the DPA, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any successor or amending legislation from time to time collectively **UK data protection laws** and (ii) the California Consumer Privacy Act of 2018, California Civil Code § 1798.100 et seq. (**CCPA**), as amended by the California Privacy Rights Act (**CPRA**) and any successor or amending legislation from time to time, collectively **California privacy laws**);

order form is the form signed by CultureAI and client that sets out the client entity, selected modules or number of interventions required, number of permitted users and subscription period;

permitted users are those members of client's staff who are permitted to use the platform;

personal data has the meaning given to that term in data protection laws;

platform is the CultureAI cybersecurity platform provided on a software as a service basis from an environment managed by CultureAI and accessed by client from outside that environment;

selected modules or **number of interventions** are the platform modules or number of interventions to which client is subscribing, as set out in the order;

staff are employees, contractors or other personnel under a person's control; and

the agreement is the order form together with these terms.

1.2 **Interpretation**. The order form takes precedence in the event of any conflict with these terms.

2. PLATFORM

2.1 **Access and use**. Subject to clause 2.2 (*Limitations*), CultureAI grants client a non-exclusive, non-transferable and non-sublicensable licence for permitted users to access and use the platform.

2.2 **Limitations**. The following limitations apply to the licence in clause 2.1 (*Access and use*): (i) it is only for the selected modules or number of interventions number of permitted users and the subscription period stated in the order form; (ii) the rights to access and use the platform may not be leased, assigned or otherwise transferred by client; (iii) the platform may not be used to build a competitive service or comparative features or for any unlawful purpose, and (iv) save as expressly permitted by law, the platform or any element thereof may not be copied, modified, decompiled, reverse engineered or translated.

2.3 **Functionality**. CultureAI may update and enhance the functionality of the platform from time to time but will ensure that: (i) it includes the selected modules or number of interventions and (ii)

functionality or performance of the platform is not degraded unless agreed with client in advance. CultureAI will ensure that the platform is available for use by client as specified in the service level agreement set out in schedule 2 (*Platform Availability*).

2.4   **Third party platforms or services**. Where client wishes to use features of the platform that interface with third party platforms or services it is using, client: (i) shall hold relevant permissions to use such platforms or services and (ii) acknowledges CultureAI gives no warranties and has no obligations or liability in connection with such platforms or services.

2.5   **Warranty**. The platform is free of any viruses, trojans or other malware but is otherwise provided 'as is' and, to the extent permitted by law, all warranties implied by statute, common law or otherwise are excluded from the agreement.

3.   CLIENT DATA

3.1   **Permission**. Client grants CultureAI permission to collect and process client data to the extent necessary to provide, maintain and improve the platform.

3.2   **Use**. CultureAI shall ensure that no client data made available to the platform is used or accessed other than in accordance with the agreement. Personal data collected in connection with the platform will be processed in accordance with schedule 1 (*Processing of personal data*).

3.3   **Compliance**. Client is solely responsible for ensuring client data complies with applicable laws and regulations and for securing any necessary approvals for CultureAI's use of client data.

4.   FEES

4.1   **Fees**. Client will pay CultureAI the fees set out in the order form. Where client wishes to increase the number of permitted users or extend platform functionality, CultureAI shall provide an updated order form setting out the additional fees payable which shall apply once signed by client.

4.2   **Renewals**. The fees in any subscription renewal period will automatically increase by the aggregate change in CPI from the beginning of the then-current subscription period. CultureAI may increase fees for any subscription renewal period by a greater amount but shall give client notice of any increase at least 90 days before the end of the then-current subscription period.

4.3   **Invoices**. CultureAI will invoice fees annually in advance and client will pay any undisputed invoice within 30 days of receipt. Interest will accrue on undisputed late payments at 5% above the then Bank of England base rate.

4.4   **Taxes**. Fees do not include any taxes, withholdings or duties of any nature (including without limitation, VAT or other sales taxes) that may be assessed at any time in connection with provision of the platform and client is responsible for paying any such taxes.

5.   INTELLECTUAL PROPERTY

5.1   **Definitions**. In this clause the following words and expressions have the meaning given below:

CultureAI materials are materials (i) created by or on behalf of CultureAI prior to or outside the scope of the agreement or (ii) comprising machine learning data and/or platform data generated by CultureAI where any personal information has been removed;

intellectual property rights means any intellectual property right or other proprietary right, including copyright, patents, design, database and moral rights, rights in trade and service marks, trade and business names, domain names, confidential information, trade secrets, inventions, software code or know-how, in each case whether registered or not, and in any country;

machine learning data is data including patterns, trends, statistical correlations, and

performance metrics derived, generated or inferred through automated processing of platform data and used solely for the purpose of developing, training, testing and improving the platform's machine learning algorithms and associated services; and

platform data is: (i) client data, (ii) other data that describes and/or gives information about client data, including but not limited to metadata, context, files and URLs and (iii) data derived from the platform regarding how it is being used, such as reports and logs.

5.2   **CultureAI materials**. All intellectual property rights in the platform, any improvements thereto and all CultureAI materials, vest in and remain with CultureAI and client does not acquire any rights therein save for the permissions expressly granted pursuant to the agreement.

5.3   **Client data and outputs**. Client will own (and CultureAI hereby assigns to client, as far as possible and insofar as CultureAI would otherwise be the owner) all intellectual property rights arising in client data and any information, reports or other materials generated by client's use of the platform, exclusive of CultureAI materials.

5.4   **Indemnity**. Each party will indemnify the other against all loss, damage and reasonable costs finally awarded by a court of competent jurisdiction, arising in relation to any third party claim brought against the other party alleging that (in the case of CultureAI) the platform infringes such third party's intellectual property rights or (in the case of client) the processing and use of client data in accordance with the agreement infringes any third party intellectual property rights or breaches any data protection laws.

5.5   **Claims**. In the event a party receives a claim from a third party that such third party's intellectual property rights have been infringed:

(a)   the party receiving the claim shall (where relevant): (i) promptly provide the other with details of the claim and give the other such assistance reasonably required for the defence of the claim, and (ii) use reasonable endeavours to mitigate any loss;

(b)   where the claim relates to (i) the platform, CultureAI will promptly seek to settle such claim or modify the platform to avoid the infringement with the minimum impact reasonably possible for client and (ii) the processing and use of client data, client will promptly seek to settle such claim or remove the problematic client data to avoid the infringement or resolve the breach of data protection laws; and

(c)   if such claim cannot be settled or modifications cannot reasonably be made within 30 days, either party may terminate the agreement on written notice.

6.   CULTUREAI STAFF AND SUBCONTRACTORS

6.1   **Staff**. All CultureAI staff involved in providing the platform or who have access to client data will: (i) be fully qualified for their role and adopt professional standards of behaviour, (ii) be bound by confidentiality obligations relating to client data and comply with all applicable laws, regulations and directions of any competent authority in the performance of their role and (iii) complete (and act in accordance with) training on applicable law (including training regarding data protection laws) and any other training directly relevant to the platform that client reasonably requires.

6.2   **Subcontractors**. CultureAI may use third parties to perform any aspect of the agreement but: (i) remains primarily responsible for complying with its obligations hereunder and (ii) shall ensure that contracts with sub-processors comply with the requirements of schedule 1 (*Processing of personal data*) as relevant.

7.   TERMINATION

7.1   **Immediate**. A party may terminate the agreement immediately by giving written notice to the other if: (i) the other is in material breach and (where capable of remedy) does not remedy the breach

within 14 days or (ii) the other is unable to pay its debts or has become insolvent. A party entitled to terminate under this clause may, without compromising such rights, instead suspend use of the platform for a period of up to 90 days.

7.2 **On notice**. Either party may terminate the agreement at any time on 30 days' prior written notice, but such termination will take effect only at the end of the then-current subscription period.

7.3 **Consequences**. Upon termination or expiration of the agreement CultureAI will: (i) provide client with access to the platform for a further 30 days solely for the purpose of retrieving client data (which CultureAI will erase after that time), and (ii) where termination is at client's initiative due to CultureAI's material breach, refund to client any prepaid but unused fees for that part of the subscription period remaining.

7.4 **Survival**. All obligations or liabilities accruing prior to termination or expiration of the agreement shall survive such termination or expiration and any clause that is meant to continue thereafter will do so, including but not limited to 7.3 (*Consequences*), 8 (*Liability*) and 9 (*General*).

8. LIABILITY

8.1 **Capped liability**. Subject to clauses 8.2 (*Unlimited liability*) and 8.3 (*Specific exclusions*), each party's total liability arising out of or in connection with the platform or the agreement (including but not limited to negligence or breach of statutory duty) in any year is limited to the fees payable by client to CultureAI for the platform (excluding VAT) in such year.

8.2 **Unlimited liability**. Nothing in the agreement will limit a party's liability for: (i) death or personal injury caused by that party's negligence, (ii) fraud or wilful misconduct, (iii) gross negligence, (iv) breach of clause 5.4 (*Indemnity*) or (v) anything else that cannot by law be limited.

8.3 **Specific exclusions**. Subject to clause 8.2 (*Unlimited liability*), neither party will be liable for any consequential, indirect, special, incidental, punitive or exemplary damages, whether foreseeable or unforeseeable, including loss of profit, business or goodwill, loss of or corruption of data.

8.4 **Matters beyond reasonable control**. Save for client's payment obligations hereunder, neither party will be liable for failure to meet obligations due to matters beyond its reasonable control.

9. GENERAL

9.1 **Scope of agreement**. The agreement forms the entire agreement between the parties in relation to its subject matter and replaces any earlier agreements, representations, proposals and discussions. Subject to clause 8.2 (*Unlimited liability*) neither party is liable to the other (whether for negligence or otherwise) for a representation that is not in the agreement. If any provision of the agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the remainder.

9.2 **Parties and changes**. A person who is not party to the agreement has no rights to enforce it and their consent is not required to vary or terminate it. Changes to the agreement will be effective only when agreed in writing by the parties. Neither party may assign, transfer or deal with its rights under the agreement without the other's prior written consent, not to be unreasonably withheld.

9.3 **Confidential information**. The parties shall each use the other's confidential information solely in accordance with the agreement and not disclose it except where required by law or regulation.

9.4 **References**. Subject to any express reservations communicated by client to CultureAI in writing, client grants CultureAI a revocable, non-transferable, worldwide, royalty-free, fully paid up, non-exclusive license to use client's name and logo in sales presentations, marketing and on CultureAI's website, for the purpose of identifying client as a client of CultureAI. Any such use of client's name or logo shall be subject to client's brand guidelines provided.

9.5   **Waiver**. No failure or delay by a party to exercise any right will constitute a waiver of that right nor restrict the further exercise of that right. No single or partial exercise of any right will restrict the further exercise of that or any other right.

9.6   **Law and jurisdiction**. The agreement and any dispute arising from it, whether contractual or not, will be governed by the laws of the State of New York, without giving effect to the principles of conflicts of law and be subject to the exclusive jurisdiction of the New York courts. The provisions of the United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act, however designated, are excluded and shall not apply to this agreement or any transactions hereunder.

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 UK 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 6.1 (*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 organizational 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.