

Data Processing Addendum

This Data Processing Addendum (“**Addendum**”) is entered into on by and between Global AI Inc., and may be provided directly to you by Global AI Inc. or by other companies in our group, such as Global AI Services Inc., and Global AI Ro Ltd. and Global AI IT Inc. (together, the “**Company**”) and the entity who is a party to the order form and the Global AI License Agreement with the Company for the provision of the Company’s service (“**Customer**”).

WHEREAS, the Company processes personal data or personal information on behalf of the Customer (“**Customer Data**”) only to the extent necessary and when explicitly engaged under the provision of on-premise support (“**On-Premise Support**”) or implementation services (“**Implementation Services**”) provided as part of the Global AI Agentic Platform (the “**Platform**”), which is deployed and operated by the Customer within its own Deployment Environment (as defined in the License Agreement), pursuant to an order form between Customer and the Company (the “**Order Form**”) and the Global AI License Agreement incorporated therein (the “**License Agreement**”); and the parties wish to regulate the Company’s processing of such personal data through this Addendum.

THEREFORE, the parties have agreed to this Addendum, consisting of these parts:

Part	Is it applicable and in force?
Part One – General provisions	Always applies and is in force for Implementation Services and On-Premise Support.
Part Two – EU/EEA or UK GDPR DPA	Only if the Customer subject to the UK or EU/EEA GDPR regarding the personal data that the Company processes for it when providing the Implementation Services and On-Premise Support.
Part Three – State Privacy Laws in the U.S.	Only if the Customer subject to state privacy laws in the United States of America and specific US State Privacy Laws regarding the personal data that the Company processes for it when providing the Implementation Services and On-Premise Support.

Part 1 (General Provisions)

1. **Scope.** This Addendum and any of its Parts apply only where the Company is processing Customer Data on behalf of the Customer and based on the Customer's instruction. It does not apply to any the Company's processing of data to separately operate the Platform, to market or promote its products, or to administer the business or contractual relationship between the Company and the Customer – as covered by [Global AI Privacy Policy](#).
2. **Order of Precedence.** In the event of any conflicting provisions between this Addendum and the License Agreement or any other terms in place between the parties, the provisions of this Addendum shall prevail.
3. **Data security.** Considering the methods, the costs of implementation and the nature, scope, context and purposes of the Company's processing of Customer Data, the Company will implement and maintain reasonable security procedures and practices appropriate to the nature of the Customer Data, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure (including data breaches).
4. **Data Subject Requests.** The Company will follow reasonable Customer's written instructions to accommodate data subjects' requests to exercise their rights in relation to their information within the Customer Data, including accessing their data, correcting it, restricting its processing or deleting it. The Company will pass on to Customer requests that it receives (if any) from data subjects regarding their information processors by the Company. The Company shall notify Customer of the receipt of such request without undue delay, together with the relevant details.
5. **Return or deletion of information.** Most personal information resides on Customer premises, and Company only process data in limited-service contexts. If Company is in possession of such personal information, upon Customer's written request where no subsequent further processing is required, the Company shall, at the instruction of Customer, either delete, destroy or return to Customer, some or all (however instructed) of the personal information that it and its third party suppliers process for Customer. Upon Customer's request, the Company will furnish written confirmation that the personal data has been deleted or returned pursuant to this section.
6. **Disclosure.** Unless legally prohibited, the Company will provide Customer prompt notice of any request it receives from authorities to produce or disclose Customer Data it has Processed on Customer's behalf, so that Customer (or its customer) may contest or attempt to limit the scope of production or disclosure request.
7. **Data Breaches.** The Company shall without undue delay notify Customer of any actual or reasonably suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data, that it becomes aware of. The Company will investigate the breach, and take all

available measures to mitigate the breach and prevent its reoccurrence. The Company will cooperate in good-faith with Customer on issuing any statements or notices regarding such breaches, to authorities and data subjects.

8. **Subcontracting to suppliers.** Customer authorizes the Company to subcontract any of its Implementation Services and/or On-Premise Support related activities consisting of the processing of the Customer Data or requiring Customer Data to be processed by any third party supplier without the prior written authorization of Customer provided that: (a) the Company shall ensure that the third party is bound by similar obligations under this Part 1; and (b) the Company is liable to Customer for the performance of any such third party that fails to fulfil its obligations.
9. **Details of Processing.** The nature and purposes of the Processing activities, categories of data subjects whose personal data may be processed, categories of personal data Processed, frequency of the Processing, the period for which the personal data will be retained and (sub-) processors list are all specified in **Appendix A** of this Addendum, per each type of Implementation Services and/or On-Premise Support.
10. **Confidentiality.** The Company will ensure that its staff authorized to process the Customer Data are contractually bound by confidentiality obligations or are under an appropriate statutory obligation of confidentiality.
11. **Disputes.** Any dispute that the parties are unable to amicably resolve under this Addendum, shall be subject to the sole and exclusive jurisdiction and venue specified in the License Agreement.
12. **Liability.** Each party's total and aggregate liability to the other party under this Addendum for any direct or indirect damages asserted in connection with this Addendum, whether in tort (including negligence), contract, indemnity, strict liability, or otherwise, is capped as specified in the License Agreement, and in the absence of such specification to the sum of fees paid by the Customer to the Company in the last 12-months before any claim.

Part 2 (EU/EEA or UK GDPR DPA)

1. Capitalized terms used in this Part 2 but not defined herein or in the License Agreement shall have the meaning ascribed to them in the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) applicable as of 25 May 2018 and any national law supplementing the GDPR, and the UK Data Protection Act 2018 under the European Union (Withdrawal) Act 2018 as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419); these shall collectively be referred to in this Part 2 as “**Data Protection Law**”.
2. Customer commissions, authorizes and requests that the Company Process the Customer Data based on the instructions of Customer. Unless agreed otherwise in the License Agreement, the Company will Process the Personal Data only on Customer’s behalf (it being understood that Customer may be acting as a Processor for and on behalf of its Customer, the Controller). The Company and Customer are each responsible for complying with the Data Protection Law as applicable to their roles.
3. The Company will Process the Personal Data only based on instructions from Customer documented in this Addendum or otherwise provided in writing, which instructions must be consistent with the nature and characteristics of the Implementation Services and/or the On-Premise Support. The foregoing applies unless the Company is otherwise required by law to which it is subject (and in such a case, the Company shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest). The Company shall promptly inform Customer if, in the Company's opinion, an instruction is in violation of Data Protection Law.
4. The Company will make available to Customer all information at its disposal necessary to demonstrate compliance with the obligations under Data Protection Law.
5. Upon written request of the Customer and within reasonable time, the Company will make available to Customer all information in its disposal necessary to demonstrate compliance with the obligations under Data Protection Law, shall maintain all records required by Article 30(2) of the GDPR, and shall make them available to the Customer upon request.
6. The Company will follow Customer’s instructions to accommodate Data Subjects’ requests to exercise their rights in relation to their Personal Data, including accessing their data, correcting it, restricting its processing or deleting it, within the boundaries of the Platform’s capabilities and features. The Company will pass on to Customer requests that it receives from Data Subjects regarding their Personal Data Processed by the Company. Any request from Data Subjects arising out of the processing of Personal Data by the Company, including but not limited to rectification, erasure, and blocking of Personal Data, portability requests and objection, has to be asserted to

Customer. Customer is solely liable for responding to Data Subjects on such requests and notifying Company of such requests, where applicable.

7. Customer authorizes the Company to engage another sub-processor for carrying out specific processing activities, provided that the Company informs Customer at least 10 business days in advance of any new or substitute sub-processor, in which case Customer shall have the right to object, on reasoned grounds, to that new or replaced sub-processor. If Customer so objects, the Company may not engage that new or substitute sub-processor for the purpose of Processing Personal Data, and the Company may either select another sub-processor in which case the above procedure shall repeat, or if it so chooses, terminate the license, License Agreement and the Order Form with no liability to Customer for such premature termination.
8. Without limiting the foregoing, in any event where the Company engages another sub-processor, the Company will ensure that similar data protection obligations as set out in this Addendum are likewise imposed on that other sub-processor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where the other sub-processor fails to fulfil its data protection obligations, the Company shall remain fully liable to Customer for the performance of that other sub-processor's obligations.
9. The Company and its other sub-processors will only Process the Personal Data in member states of the European Economic Area, in territories or territorial sectors recognized by an adequacy decision of the European Commission (or as applicable, the UK GDPR regulations), as providing an adequate level of protection for Personal Data pursuant to Article 45 of the GDPR or using adequate safeguards as required under Data Protection Law governing cross-border data transfers (e.g., Standard Contract Clauses).
10. Subject to prior coordination between the Customer and the Company as to the timing and agenda of the audit, following Customer's written request, the Company shall allow within reasonable timeframe for and contribute to audits, including carrying out inspections conducted by Customer, the Controller, or another auditor mandated by Customer or the Controller in order to establish the Company's compliance with this Addendum and the provisions of the applicable Data Protection Law as regards the Personal Data that the Company processes on behalf of Customer. Such audits or inspections shall be carried out during the Company's ordinary business hours, not more than one business day per year (unless Data Protection Law or a supervisory authority mandate more frequent audits or inspections), shall be conducted with minimal disruption to the Company's business activities, and be subject to confidentiality undertakings satisfactory to the Company.

11. The Company will assist, within a reasonable scope of assistance, Customer with the preparation of data privacy impact assessments and prior consultation as appropriate (and if needed).

Part 3 (State Privacy Laws in the U.S.)

1. Definitions

- a. **"Applicable State Privacy Laws"** means the CPRA and in other applicable state privacy laws in the United States, such as (but not limited to): Virginia Consumer Data Protection Act, Connecticut Act Concerning Personal Data Privacy and Online Monitoring, Utah Consumer Privacy Act, and the Colorado Privacy Act.
 - b. **"Breach"** means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Covered Information, during its Processing by the Company.
 - c. **"Consumer"** means a natural person, including a natural person in their professional or work capacity.
 - d. **"CPRA"** means Cal. Civ. Code §1798.100 *et seq.* and the regulations at 11 C.C.R. §7000 *et seq.*
 - e. **"Covered Information"** means information that the Company handles or otherwise maintains for and on behalf of Customer. Company does not host, or store Covered Information, except where Customer provides access temporarily during On-Premise Support or Implementation Services.
 - f. **"Process"** (and its cognate terms) means any operation or set of operations that are performed on Covered Information or on sets of Covered Information, whether or not by automated means.
 - g. **"Sell"** (and its cognate terms) means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Covered Information for monetary or other valuable consideration.
 - h. **"Share"** (and its cognate terms) means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, Covered Information for cross-context behavioral advertising, whether or not for monetary or other valuable consideration, including transactions for cross-context behavioral advertising in which no money is exchanged.
2. The Company may only Process the Covered Information to perform the Order form and the License Agreement. The parties agree that the Customer is only disclosing the Covered Information to the Company so that the Company can provide the Implementation Services and/or On-Premise Support to the Customer and other purposes agreed upon in the Order form and the License Agreement. The Company is prohibited from retaining, using, or disclosing the Covered Information for any commercial purpose other than the foregoing business purposes. Additionally, subject to the Order form and the License Agreement, the Company is prohibited from retaining, using, or disclosing the Covered Information pursuant to this Addendum outside the direct business relationship between

the Company and Customer.

3. Subject to the License Agreement, the Company must not Sell or Share any Covered Information in its Processes.
4. The Company shall comply with all applicable sections of the Applicable State Privacy Laws and shall provide, with respect to Covered Information, the same level of privacy protection as required by Applicable State Privacy Laws.
5. Commensurate with the nature of the Company's Implementation Services and/or On-Premise Support to Customer and in accordance with Customer's specified instructions to the Company, the Company shall help Customer with reasonable timeframe to comply with Consumer written requests made pursuant to Applicable State Privacy Laws of which the Company is informed of by Customer.
6. The Company grants Customer the right to take reasonable and appropriate steps to ensure that the Company uses the Covered Information in a manner consistent with Customer's obligations under this Addendum and Applicable State Privacy Laws. The Company grants Customer the right, upon notice, to take reasonable and appropriate steps to stop and remediate the Company's unauthorized use of Covered Information.
7. The Company must promptly notify Customer when it makes a determination that it can no longer meet its obligations under this Addendum or Applicable State Privacy Laws.

Appendix A - DATA PROCESSING

1. Global AI Platform (On-Premise Support and/or Implementation Services)

Categories of data subjects whose personal data may be processed	Customer's Employees data and Customers client's data
Categories of personal data Processed	Employee Number, Username, Name, e-mail, position, phone number, medical condition, marital status, sex, age, personal property, products or services purchased, obtained, Internet or other electronic network activity information, education-related information, and any other data shared by Customer under the scope of Platform.
The frequency of the Processing	One off basis while providing On-Premise Support and/or Implementation Services to the Customer.
Nature of the processing	Company processes personal data to provide the On-Premise Support and/or Implementation Services. The nature of the processing is mainly for Platform maintenance, remote technical support for technical questions, problems and inquiries regarding the Platform, that are provided to Customer pursuant to an Order Form, or additional services provided as part of the Implementation Services.
Purpose(s) of the data Processing and further processing	Personal data is contained in the data which Customer and its users provide to the Platform under the Order form and the License Agreement. Company has access to such data solely for purposes pursuant to this addendum, the Order form and the License Agreement.
The period for which the personal data will be retained	During the On-Premise Support and/or Implementation Services provided to Customer, as long as needed to operate the Platform, but generally not more than 7 years after the termination of the license. Unless a shorter or longer retention period is required under applicable law.
For transfers to (sub-) processors, - location, subject matter, nature and duration of the processing	Company mainly uses Microsoft Azure, Amazon AWS, and Google Compute Platform to store data it processes, solely for On-Premises Support or Implementation Services.