

DATA PROCESSING ADDENDUM

This Addendum applies to the Processing of Customer Personal Data on behalf of Customer by Giskard in connection with the provision of the Giskard Hub Platform. If there is a conflict between this Addendum and the main body of this Agreement, the terms of this Addendum will prevail. For the avoidance of doubt, this Addendum is effective as at the effective date of the Agreement and will remain in effect until termination of the Agreement; or the last Processing of Customer Personal Data carried out by or on behalf of Giskard under the Agreement.

1. Definitions

In this Addendum, the following words and expressions have the following meanings:

“Agreement” means the written or electronic agreement between Giskard and Customer governing Customer’s access to and use of the Platform, as accepted by Customer, including these terms and any addenda or policies incorporated by reference, including the Data Processing Addendum;

“Customer Personal Data” means Personal Data Processed by Giskard as Processor on behalf of Customer in the course of performing the pilot test of the Platform, and as described in Section 2.2.

“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Processing”, and “Supervisory Authority” all have the meanings given to those terms in Data Protection Laws (and related terms such as **“Process”, “Processes”** and **“Processed”** shall have corresponding meanings);

“Data Protection Laws” means all applicable laws and regulations relating to data protection and privacy as applicable to the parties and/or to the Processing of Personal Data under the Agreement, including without limitation, the EU General Data Protection Regulation 2016/679 (**“EU GDPR”**), the EU GDPR in such form as incorporated into the laws of the United Kingdom (**“UK GDPR”** and together with the EU GDPR **“GDPR”**), the Data Protection Act 2018, and any associated implementing legislation and regulations, in each case, as in force and applicable, and as amended, supplemented or replaced from time to time;

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorised access to Customer Personal Data;

“Platform” means Giskard’s software-as-a-service platform for testing and monitoring AI systems for vulnerabilities, risks, security and quality, together with any beta, pilot, trial or evaluation versions thereof, as made available by Giskard to Customer under the Agreement;

“Services” means the provision by Giskard of access to and use of the Platform, and any related support, monitoring, analytics and improvement activities carried out in connection with such access and use, under the Agreement; and

“Sub-Processor” means any vendor, Giskard or subcontractor of Giskard authorised to Process Customer Personal Data on behalf of Giskard.

2. Data Processing Details and Compliance

- 2.1 The parties acknowledge that in respect of Customer Personal Data, Giskard is a Processor Processing Personal Data on behalf of Customer as Controller. Each Party shall comply with its obligations under Data Protection Laws as relates to Customer Personal Data.
- 2.2 Details of Customer Personal Data Processed by Giskard under the Agreement are as follows:
- (a) **Subject Matter, Nature and Purpose of Processing.** Giskard's hosting and processing of Customer Personal Data in connection with the Services.
 - (b) **Duration of Processing.** Processing of Customer Personal Data by Giskard shall be for the term of this Agreement and in accordance with Giskard's retention obligations under the Agreement.
 - (c) **Types of Personal Data.** Identification data (including full name, email address, phone number), employment related data (including title, position, company), data exchanged in the context of support, connection data
 - (d) **Category of Data Subjects.** Customer's authorised users and personnel (including employees, contractors and representatives); Customer's clients, end users or users of Customer's AI systems; and other individuals whose Personal Data is included in data or content submitted by Customer in connection with Customer's use of the Platform in connection with Customer's use of the Services.
- 2.3 Giskard shall be an independent Controller with respect to its Processing of Personal Data in connection with the execution and administration of the Agreement (including contact details of Customer personnel/representatives) and the processing of Personal Data for analytics and improvement of Giskard products and services. The parties agree that the Personal Data described under this Section 2.3 does not form part of Customer Personal Data.

3. Processing of Customer Personal Data

- 3.1 Giskard shall Process Customer Personal Data only on the written instructions of Customer (including as set out in the Agreement) unless Giskard is required to otherwise Process Customer Personal Data by applicable laws. Giskard is hereby instructed to Process Customer Personal Data for the purposes of providing the Services. Where Giskard is required by applicable laws to Process Customer Personal Data other than in accordance with Customer's instructions, prior to any such Processing and to the extent permitted by applicable laws, Giskard shall notify Customer in writing of that legal requirement prior to Processing Customer Personal Data.
- 3.2 Giskard shall promptly inform Customer if Giskard becomes aware of a written instruction given by Customer under this Section 3 that, in Giskard's reasonable opinion, infringes Data Protection Laws.

4. Giskard Personnel and Sub-Processors

- 4.1 Giskard shall ensure that all Giskard personnel authorised to Process Customer Personal Data are either subject to binding written contractual obligations or statutory obligations to keep Customer Personal Data confidential.
- 4.2 Customer authorises Giskard to engage the Sub-Processors included in the Sub-Processor list set out in Annex ("**Sub-Processor List**"). Where Giskard intends to engage any additional Sub-Processor not already approved on the Sub-Processor List, prior to engaging the Sub-Processor, Giskard shall notify Customer of the proposed engagement of the Sub-Processor giving Customer the opportunity to object. Customer shall be entitled to make a written objection to the proposed engagement (with respect to confidentiality and data protection compliance concerns) within 10 business days of Giskard providing notice to Customer under this Section. If no objection is received within the timeframe, Customer is deemed to have authorised the engagement of such Sub-Processor.
- 4.3 Where Customer raises a reasonable objection to the proposed engagement of a Sub-Processor in accordance with this Section, Giskard may, at its option: (a) use its reasonable endeavours to remedy the situation giving rise to the reasonable objection; or (b) propose an alternative Sub-Processor to conduct the relevant Processing in accordance with Section 4.2 of this Addendum, provided that, in the event that Giskard is unable to remedy the situation or propose an alternative Sub-Processor, Giskard shall be entitled to terminate the Services without penalty or liability effective immediately on written notice to Customer and Customer shall pay Giskard any fees due for the Services performed prior to termination.
- 4.4 Giskard shall ensure that prior to permitting any Sub-Processor to Process Customer Personal Data, the Sub-Processor has entered into a binding written agreement with Giskard that imposes obligations substantially equivalent to the obligations imposed on Giskard as a Processor under this Addendum. Giskard shall remain fully liable to Customer for the performance of the Sub-Processor's data protection obligations concerning Customer Personal Data in the event the Sub-Processor fails to fulfil those obligations.

5. Transfers

- 5.1 Giskard shall not transfer Customer Personal Data to any party in a country not deemed adequate for the international transfer of Customer Personal Data under Data Protection Laws without the prior written consent of Customer, unless (a) the transfer is to a Sub-Processor appointed in accordance with Section 4 of this Addendum; and (b) the transfer is performed in accordance with the requirements of the Data Protection Laws (including having in place appropriate transfer safeguards as applicable).

6. Security and Personal Data Breach Notification

- 6.1 Giskard shall implement and maintain appropriate technical and organisational measures in relation to the Processing of Customer Personal Data to ensure a level of security appropriate to the risks which may occur as a result of Processing Customer Personal Data, and in particular the risks of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data.

6.2 Giskard shall notify Customer without undue delay on becoming aware of a Personal Data Breach and provide Customer with details of the Personal Data Breach as required under Data Protection Laws.

7. Assistance

7.1 To the extent related to its Processing of Customer Personal Data (taking into account the nature of Processing and the information available to Giskard), Giskard shall promptly provide Customer with reasonable assistance:

- (a) using appropriate technical and organisational measures, in complying with any requests received from Data Subjects of Customer Personal Data exercising Data Subject rights under Data Protection Laws;
- (b) to enable Customer to conduct data protection impact assessments and consultations with (or notifications to) a relevant Supervisory Authority where Customer is required to do so under Data Protection Laws, in connection with data protection impact assessments;
- (c) in complying with its obligation to implement and maintain appropriate technical and organisational security measures to protect Customer Personal Data; and
- (d) in complying with its obligation to notify a Personal Data Breach to a Supervisory Authority or to a Data Subject as applicable.

8. Deletion or Return of Data

8.1 Giskard shall delete (or, at the election of Customer, return, in such format as Giskard may reasonably elect, provided any expenses for transferring the Customer Personal Data to such format are agreed between the parties prior to such transfer) all Customer Personal Data in the possession or control of Giskard within thirty (30) days after Giskard ceases to provide the Services, unless otherwise required to further store Customer Personal Data by applicable laws or agreement with Customer.

9. Information Requests and Audits

9.1 Giskard shall, on request from Customer, make available to Customer all information necessary to demonstrate Giskard's compliance with its obligations under this Addendum. Giskard shall allow for audits (including inspections), at Customer's cost, conducted by Customer or Customer's designated auditor, for the purpose of demonstrating Giskard's compliance with its obligations under this Addendum. For the avoidance of doubt such audits shall be limited to once per calendar year except as required by a Supervisory Authority and the scope of any audit will be limited to Giskard's policies, procedures, systems and controls relevant to the Processing of Customer Personal Data.

9.2 Giskard's obligations under Section 9.1 of this Addendum are subject to Customer:

- (a) giving Giskard reasonable prior notice of such information requests, audits and/or inspections being required by Customer;
- (b) ensuring that all information obtained or generated by Customer or its auditor(s) in connection with such information requests, inspections and audits

is kept strictly confidential (save for disclosure to a Supervisory Authority or as otherwise required by applicable laws); and

- (c) ensuring that such audit or inspection is undertaken during normal business hours, with, so far as reasonably practicable, minimal disruption to Giskard's business and the business of other clients of Giskard.

ANNEX
SUB-PROCESSOR LIST

Sub-Processor Information		
<i>Sub-Processor Company Name</i>	<i>Description of Processing activities carried out by Sub-Processor (including a delimitation of responsibilities in case several Sub-Processors are authorised)</i>	<i>Sub-Processor Location</i>
AWS	Hosting and Generative AI for processing input data and generating results	European Union
Google	- File sharing and communication between GISKARD and the Client - Hosting and Generative AI for processing input data and generating results	European Union
Microsoft	- File sharing and communication between Giskard and the Client - Hosting and Generative AI for processing input data and generating results	European Union
HubSpot	Customer relationship management platform for Giskard customer team to facilitate Client support and contractual discussions	European Union
Freshdesk	Ticketing platform for technical support between GISKARD and the Client	European Union
Slack	Internal communication platform for GISKARD's R&D team to facilitate Client support	European Union
Notion	Internal communication platform for GISKARD's R&D team to facilitate Client support	European Union
Sentry	Error tracking service and application monitoring	European Union
Posthog	User analytics platform	European Union
Stripe	Billing & subscription management	Global - with EU Data Processing Agreement